Banker's Guarantee for non-Malaysian Migrant Worker

To: [*Field BEN_NAME*][1] (the "**Authority**")

Dear Sir,

GUARANTEE NO.: [*Field GUA_NO*][2] (the "**Guarantee**")
GUARANTEE TEMPLATE REFERENCE: MOM_SB_MW

WHEREAS [*Field APP_NAME*][3] (CPF Submission Number: [*Field APP_REF*][4]) (the "**Employer**") by a bond (the "Security Bond") furnished under regulation 12 of Employment of Foreign Manpower (Work Passes) Regulations 2012 or regulation 21 of Immigration Regulations (as applicable), undertakes to ensure that, the work pass holder(s) with identification number(s) [*Field CASE_REF*][5] or special pass holder(s) whose particulars appear in the schedule to the Security Bond, shall comply with all the conditions on which the work pass(es) or special pass(es) was/were granted and which are set forth in the Security Bond and under all applicable laws and to observe all further conditions (if any) imposed on the Employer in the Security Bond.

AND WHEREAS the Employer is required to furnish a security to the Authority ("**Security Deposit**").

AND WHEREAS, at the Employer's request, the Authority has agreed to accept the Security Deposit in the form of this guarantee in lieu of a cash deposit, upon the terms and conditions hereinafter set forth.

1. Now, we, in consideration of the Authority having agreed, at the Employer's request, not to insist on the Security Deposit in the form of a cash deposit, hereby undertake as sole principal debtor to unconditionally pay to the Authority at any time forthwith, on demand any sum or sums not exceeding in total [*Field GUA_CUR*][6][*Field GUA_SUM_NUM*][7] (the "**Guaranteed Sum**"), without any proof of actual default on the part of the Employer and without need to satisfy any other condition.

2. For the avoidance of doubt, the Authority may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

3. Our Guarantee shall not be discharged by a partial claim by the Authority under this Guarantee. The Authority shall be entitled to demand any remaining sum available

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[1] If the Beneficiary is a Government Agency listed in Schedule 1 part A, or a Statutory Board acting as an agent of the Government, the acronym used in [Field BEN_NAME] shall have the meaning set out at the Website.
[2] This refers to the reference number of the Guarantee.
[3] This refers to the name of the Company/Employer.
[4] This refers to the Employer's CPF Submission Number.
[5] This refers to the Foreign Identification Number (FIN) of the foreign worker.
[6] This refers to the currency of the Guaranteed Sum in ISO4217 format.
[7] This refers to the Guaranteed Sum in numerals.

under the Guarantee.

4. On receiving from us the Guaranteed Sum under Clause 1, the Authority shall be entitled to hold and use it as if it were the security paid to the Authority by the Employer.

5. We shall not be discharged or released from this Guarantee by (i) any arrangement between the Authority and the Employer with or without our consent, (ii) any other or further arrangement between the Employer and us with or without the Authority's consent, (iii) any alteration in the obligations undertaken or to be undertaken by the Employer, (iv) any forbearance on the Authority's part whether as to payment, time, performance or otherwise, (v) anything the Authority may do or omit to do, (vi) the Authority requiring further or other security from the Employer in respect of the same or similar subject matters as those covered by this Guarantee or (vii) any other dealing, act or omission that but for this provision would discharge our liability. All payments made by us under this Guarantee shall be made in full without set-off or counterclaim of any kind and free and clear of and without deduction of or withholding for or on account of any tax of any nature now or subsequently imposed by any country or any subdivision or taxing authority of or in any country or any federation or organisation of which any country is a member.

6. Subject to Clause 8 below, our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [*Field EFF_DT*][8] until [*Field EXP_DT*][9] (both dates inclusive) (the "**Guarantee Period**").

7. Our liability under this Guarantee shall not be affected, impaired or discharged by any changes whatsoever in the constitution of the Employer or the liquidation, administration, insolvency or other incapacity of the Employer.

8. All requests for payments under this Guarantee shall be made by the Authority to us via the Networked Trade Platform at any time and as many times as the Authority may deem fit on or before the expiry of the Guarantee Period.

9. We shall not be obliged to enquire into the reasons, circumstances or authenticity of the grounds of any demand for payment by the Authority and shall be entitled to rely upon the Authority's demand as final and conclusive. We shall within **ten (10) calendar days** effect the payment required upon the final demand by the Authority pursuant to Clause 8.

10. We shall not, without the prior written consent of the Authority, sub-contract our obligations, or transfer or assign the benefit of the whole or any part of this Guarantee.

11. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each party irrevocably agrees that the courts of Singapore have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to the Guarantee or its subject matter or formation and irrevocably submits to the jurisdiction of such courts.

SIGNED BY: [*Field AUTH_NAME*][10]
FOR AND ON BEHALF OF
[*Field PFI_NAME*][11]

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[8] This refers to the Effective Date of the Guarantee in the format of DD/MM/YYYY (e.g. 01/01/2021).

[9] This refers to the Expiry Date of the Guarantee in the format of DD/MM/YYYY (e.g. 31/12/2021).

[10] This refers to the name of the representative of the Participating Financial Institution who is authorised to issue the Guarantee for and on behalf of the Participating Financial Institution.

[11] This refers to the name of the Participating Financial Institution issuing this Guarantee. The acronym used in [Field PFI_NAME] shall have the meaning set out at the Website.