

FIDELITY GUARANTEE AGREEMENT

Whereas the Insured named in the Schedule hereto (hereinafter called "the Insured") intends to employ or has employed and intends to continue to employ the person/s named in the Schedule (each of whom is hereinafter called "Employee") in the capacity/ies or occupation/s there stated and has requested Atlas Insurance Limited (hereinafter called "the Company") to guarantee the said Insured against loss to the extent and on the terms and subject to the conditions hereinafter provided.

And Whereas the Insured has delivered to the Company certain statements and a declaration dated as mentioned in the said Schedule and has agreed that such declaration and each and every statement therein referred to or contained together with any further particulars given to the Company shall form the basis of this Agreement.

And whereas there has been paid to the Company the sum stated in the Schedule as premium or consideration for such Guarantee for the period therein specified.

Now it is hereby declared and agreed that if at any time during such last mentioned period and during any further period in respect of which a premium shall have been accepted by the Company any Employee shall whilst acting in his or her capacity referred to in the said Schedule commit any act or acts of FORGERY or of EMBERZZLEMENT LARCENY or FRAUDULENT CONVERSION of the monies or goods of the Insured (all such acts are hereinafter called "the acts insured against") the company will make good to the insured any loss which the Insured shall thereby directly sustain (less all salary commission monies or assets the property of the defaulting Employee whether in his or her said capacity or not that may be in or come into the hands or under the control of the Insured) up to an amount not exceeding for all the acts insured against committed by any Employee during the subsistence of this Agreement the amount guaranteed and written opposite to such Employee's name in the Schedule. The expression "Forgery" in this Agreement is understood to mean the forging or fraudulently altering of any document or the uttering of any forged or fraudulently altered document by an Employee whereby he or she obtains possession of the monies or goods of the Insured.

Provided that such act insured against is discovered not later than six months after the death dismissal or retirement of the defaulting Employee not later than three months after the termination of this Agreement whichever of these events shall first happen.

And it is hereby further agreed that any alterations in or addition to the said Schedule which may be made with the consent of the Company signified by the signature of an authorized Representative of the Company in the fifth column of the said Schedule shall on payment to the Company of an additional premium in respect of any increased liability be deemed to be incorporated in this Agreement from the dates entered against such alterations or additions.

Provided further that the due observance and fulfillment of the conditions printed or otherwise expressed hereon which conditions are to be read as part hereof shall be a conditions precedent to any liability of the Company hereunder.

CONDITIONS

1. This Agreement shall be void: -
 - (a) If any suppression or mis-statement of any fact affecting the risk of the Company be made at the time of effecting this Agreement or subsequently; or
 - (b) If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any employee at any one time, shall not be duly observed, put in practice and maintained on the part of the Insured in accordance with the aforesaid statements and declaration; or
 - (c) If there be any change in the circumstances and conditions of the employment of any Employee without in every case the consent of the Company, signified by endorsement herein; or
 - (d) If the Insured shall continue to entrust any employee with money or any other property whatsoever after having discovered the commission at any time by such Employee of an act insured against.

In all cases where this Agreement is void, or ceases to be in force, all monies paid to the Company in respect thereof shall be forfeited.

2. The Company shall not be liable for any loss due to an act insured against committed subsequently to the date upon which knowledge of any previous act insured against, committed by such Employee, shall have come to the Insured or to any representative of the Insured to whom is entrusted the duty of superintendence over such Employee.

3. The Insured shall give notice in writing to the Company of any act insured against, committed by any Employee, immediately after the same shall have come to the knowledge of the Insured or the Insured's representative as aforesaid, stating the method of the fraud, the nature and extent of the loss so far as then ascertained and the last known address of such Employee.

4. Every claim under this Agreement shall be lodged with the Company within two months after the dates of such notice (failing which no claim shall be sustainable under this Agreement) accompanied by full particulars and proofs satisfactory to the Company of the loss (verified, if the Company shall so require, by statutory declaration) and when any such loss has been made good and satisfied by the Company this Agreement shall so far as regards the defaulting Employee wholly cease and determine as to any further obligations of the Company.

5. In the event of claim all books of accounts of the Employer and any accountants reports thereon shall be open to the inspection of the Company and the Employer shall give all information and assistance to enable the Company to use for and obtain reimbursement by the Employee or his estate of any monies which the Company shall have paid or become liable to pay under this Policy.

6. The Company shall be entitled at its own expense, and for its own benefit, in the name of the Insured or otherwise, to prosecute all claims and exercise all rights of action competent to the Insured against any Employee, in respect of any act insured against in connection with which it may have made a payment under this Agreement, and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining any such claims or rights.

7. The Insured shall if required by the Company, give information and furnish evidence to the Criminal Authorities of any act or acts insured against, committed or supposed to have been committed by any Employee in consequence of which a claim may be made under this Agreement and the Insured shall, if so required by the Company, forthwith prosecute the Employee for such acts, subject to the payment by the Company, in the event of a conviction, of all expenses necessarily incurred by the Insured in such prosecution.

8. The Company shall be liable to contribute only pro rata with any other guarantee, whether by policy or otherwise held by the Insured, whether such guarantee be now held by the Insured or be hereafter taken or acquired; and the Insured shall be bound to advise the Company of every such guarantee, and of any limitation, discharge, or termination thereof.

9. The Company may be notice in writing to the Insured under registered cover to the last known address of the Insured cancel this Agreement at any time. Paying on demand a proportion of the premium corresponding to the unexpired period of the Agreement,

10. All differences arising out of this Agreement shall be referred to the decision of an Arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties, or in case of disagreement between the Arbitrators, to the decision of an Umpire to be appointed in writing by the Arbitrator before entering on the reference, and an Award be a condition precedent to any liability of the Company or any right of action against the Company. No sum payable under this Agreement shall carry interest,

11. In all cases of change of residence or change of name of the employee, whether by marriage or otherwise, due notice thereof shall be given by the Insured to the Company.

12. No alteration in the terms of this Agreement and no endorsement thereon will be held valid unless the same is signed by an authorized Representative of the Company.