

## **GUARANTEE**

(With Deposits and Right of Set-Off)

TO : **UNITED OVERSEAS BANK (MALAYSIA) BHD.**  
(Company No. 271809 K)

In consideration of you having lent, agreeing to lend or continuing to lend moneys; having made available, making available or continuing to make available banking facilities or other accommodation (referred to in this Guarantee as “**Banking Facilities**”); or having granted, granting or continuing to grant time and/or indulgence in any manner and for as long as you may at your sole discretion consider fit to the person named and described in **Section 2** of the Schedule (who is referred to in this Guarantee as “**the Borrower**”) at our request and/or desire, we, the person or persons whose named and particulars are described in **Section 3** of the Schedule and signing this Guarantee hereby irrevocably and unconditionally agree with you and guarantee you as follows:-

### 1. **DEFINITIONS AND INTERPRETATION**

In this Guarantee, unless there is something in the subject or context inconsistent with such construction or unless it is expressly provided otherwise:-

#### 1.1 **Definitions**

- 1.1.1 “Authorized Persons” means any person we authorise (either alone or collectively), and notified to us in writing, to operate any account we may have with you, and to act on our behalf in giving instructions, to perform any acts under any agreement between you and us , or to use any facility, product or service you make available to us ;
- 1.1.2 “Deposits” means the total of all moneys, in whatsoever currency, now or at any time after this which are held in or earned on any of our accounts whatsoever with you in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in your name);
- 1.1.3 “Group” means your branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes you;
- 1.1.4 “Guarantor” means the person or persons whose named and particulars are described in **Section 3** of the Schedule and signing this Guarantee;
- 1.1.5 “Guarantee” means this guarantee and set off as may from time to time be amended, varied or supplemented, and includes: (i) the Schedule to this Guarantee (ii) any document from time to time which amends, varies or supplements this Guarantee, and (iii) any document which is expressed to be supplemental or collateral to this Guarantee or which is entered into pursuant to this Guarantee;
- 1.1.6 “Indebtedness” means all moneys, obligations and liabilities in any currency whatsoever, whether actual or dependent on some event,

now or at any time in the future, which are owing to you or to any of your branches in Malaysia or elsewhere by the Borrower and/or us whether singly or jointly or jointly and severally with any other person and in whatever style, name or form and whether as principal or surety, together with interest (both before and after any demand or judgment and regardless whether the banker-customer relationship between you and the Borrower and/or us has ceased or been terminated) up to the date of payment at such rates and compounded at such periodical rests as you may specify from time to time, commissions, fees and other charges and all legal and other costs charges and expenses incurred by you in relation to the Borrower and/or us on a full indemnity basis;

- 1.1.7 “Personal Data” may include, but is not limited to, our name, address, occupation, contact details, information captured on security systems (including a recording of our image on Closed Circuit Television (CCTV)), the information contained in any of our account(s) we may have with you either singly or jointly with any other person, the type of products and/or services that we have subscribed to with you and such other necessary data regarding us and our transaction(s) with you;
- 1.1.8 “Security Interest” means any mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or security interest or other encumbrance whatsoever or other security arrangement or agreement or any right conferring a priority of payment howsoever created or arising;
- 1.1.9 “we / our / ours / us ” means and refers to the person or persons signing this Guarantee; if this Guarantee is signed by more than one person, “we / our / ours / us ” refers to all those persons jointly and severally so that the obligations and liabilities of those persons are also joint and several; and
- 1.1.10 “you / yours” means and refers to **United Overseas Bank (Malaysia) Bhd** (Company No. 271809 K).

## 1.2 Interpretations

- 1.2.1 words referring to the singular number include the plural number and vice versa and all plural nouns shall include the singular and vice versa and in particular, “we”, “us ”, “our”, “ours” and cognate expressions of those words, wherever used, mean all of us and any or each of us and includes the singular number so that if this Guarantee is signed by only one person, “we”, “us ”, “our” and “ours” are to be read as “I”, “me”, “my” and “mine” respectively;
- 1.2.2 words importing the masculine gender include feminine and neuter genders and vice versa;
- 1.2.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
- 1.2.4 the headings to the Clauses of this Guarantee are for ease of reference only and should not be taken into account when interpreting anything in this Guarantee;

1.2.5 references to Deposits and Indebtedness include any part of them.

## 2. **PAYMENT ON DEMAND**

We irrevocably and unconditionally guarantee to pay to you on demand the Indebtedness and discharge all our obligations to you as guarantor to the Borrower subject to the condition that the maximum liabilities to be paid by us to you under this Guarantee shall not exceed the amount of the Deposits.

## 3. **RIGHT OF SET-OFF**

3.1 Without prejudice and in addition to any general lien or right of set-off or other right which you as a banker may have or be entitled by law, you have a continuing right at any time and from time to time at your sole discretion and without any prior notice or demand to the Borrower or us:-

3.1.1 to retain the Deposits held for the time being or may from time to time be held by you;

3.1.2 to renew or redeposit from time to time with you, the Deposits or such part/balance thereof for such periods and upon such terms as you deem fit including the payment of interest, if any on the Deposit at such rate as may be repayable by you from time to time;

3.1.3 to terminate or uplift any deposit of the Deposit prior to the maturity date of such deposit (upon such terms then applicable to the termination prior to maturity) with you without being liable to us for any loss arising and set-off and transfer the Deposit then in your possession and apply such Deposits in or towards satisfaction of the Indebtedness notwithstanding that:-

(i) you have not resort to any remedies against any other party and/or that the Deposits may not have matured and whatever may be the currency of the Indebtedness;

(ii) all or any of the Indebtedness are in a currency which is different from the Deposits; and/or

(iii) any part of the Indebtedness is contingent, you are still entitled to utilise all or any part of the Deposits towards satisfaction of the contingent liabilities provided that if the actual Indebtedness is less than the amount satisfied, you will refund such surplus amount to us free of interest.

3.2 If any of the Indebtedness is in a currency different from that of the Deposits, you may use the Deposits to purchase the currency of the Indebtedness at your then rate of exchange.

3.3 In exercising your right of set-off, you are free to combine or consolidate any of the Borrower's accounts with you as you may think fit.

#### 4. **DEPOSITS AND REPRESENTATIONS & WARRANTIES**

- 4.1 On or before the execution of this Guarantee or at such other date as you may allow, we shall deposit or cause to be immediately deposited with you or authorise you to debit our account if any, the Deposits as a continuing security for the payment and satisfaction to you of the Indebtedness.
- 4.2 We represent and warrant to you that:-
- 4.2.1 we are the sole legal and beneficial owner of all of the Deposits and no person, firm, company, corporation or other body corporate other than us have any claim, right, title or interest whatsoever whether legal or equitable in and to the Deposits
  - 4.2.2 all of the Deposits, including interest earned or to be earned on the Deposits, are and will be free from all claims whatsoever by any person or persons whomsoever (except by yourselves)
  - 4.2.3 we will sign, do and execute all such documents, acts and things to give effect to this Guarantee and/or as may be necessary or required by you for the performance by us of our obligations under this Guarantee and all costs and expenses (including but not limited to solicitors' fees and expenses on a full indemnity basis, stamp duty and registration fees) incurred or payable therefor shall be borne by us; and
  - 4.2.4 this Guarantee constitutes our legal, valid and binding obligations in accordance with the terms of this Guarantee.

#### 5. **RESTRICTIONS ON WITHDRAWAL OF DEPOSITS**

- 5.1 Until all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Banking Facilities are no longer available for the Borrower's use, we agree that we shall not be entitled to withdraw or use any of the Deposits and no part of the Deposits, including interest earned or to be earned on the Deposits, shall be repayable to us or withdrawn or used by us in any manner except with your prior written consent which you may withhold or grant conditionally or unconditionally at your absolute discretion.
- 5.2 We will not:-
- 5.2.1 assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or our rights, title or interest in the Deposits; or
  - 5.2.2 try to assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or our rights, title or interest in the Deposits;

unless it is in your favour and unless we have your prior written consent (which you may withhold or grant conditionally or unconditionally at your absolute discretion). We agree that any assignment, transfer, encumbrance or other dealing in respect of the Deposits or our rights, title or interest in the Deposits will be void and of no effect. We also agree that any attempt to assign, transfer,

mortgage, charge, encumber or in any other way deal with the Deposits or our rights, title or interest in the Deposits will be void and of no effect.

- 5.3 Subject to the terms of any other agreement which we may have with you, we agree we may withdraw or deal with the Deposits only when all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Banking Facilities are no longer available for the Borrower's use.

6. **GUARANTORS AS PRINCIPAL DEBTORS**

Although, as between us and the Borrower, we are sureties, that is, persons who have agreed to be responsible for the Indebtedness, we agree that, as between you and us, we are to be deemed and to be treated in every way as principal debtors in respect of all the Indebtedness guaranteed by this Guarantee. We therefore also agree that our liability under this Guarantee shall not be discharged or affected in any manner whatsoever by anything whatsoever which would not discharge our liability if we had in fact been the principal debtors.

7. **NON-COMPETITION WITH BANK**

- 7.1 We undertake with you, from the date of this Guarantee until the Indebtedness have been fully discharged and the Banking Facilities are no longer available for the Borrower's use, that:-

7.1.1 we shall not take or accept any Security Interest from the Borrower or from any other Guarantors without first obtaining your prior written consent;

7.1.2 we shall not, without first obtaining your prior written consent:

- (i) seek to recover, whether directly or by set-off, lien, counterclaim or in any other manner;
- (ii) accept any moneys or other property; or
- (iii) exercise any right;

in respect of any sum which may be or become due to us for any reason whatsoever by the Borrower or from any other Guarantors; neither shall we, without first obtaining your prior written consent, claim, prove for or accept any payment in any composition by or any winding-up of the Borrower or any third party; and

- 7.1.3 if we do hold or receive any such Security Interest, moneys or other property despite Clauses 7.1.1 and 7.1.2 above, we shall immediately pay or transfer the same to you.

8. **CHANGE IN CONSTITUTIONS**

- 8.1 This Guarantee will not be terminated or affected in any way by:-

8.1.1 any change in the Borrower or the person or persons signing this Guarantee, whether by reason of bankruptcy, death, incorporation, amalgamation, liquidation, reconstruction or anything whatsoever in

name, style, constitution or composition, or by reason of retirement, expulsion, death or admission of any partner or partners; this Guarantee will continue to be of full force and effect as if the resulting firm, company or entity had been the one whose obligations were originally guaranteed by us under this Guarantee; or

8.1.2 any amalgamation or merger that you may undergo with any other company or companies, any reconstruction by you involving the formation of a new company, or any transfer of all or any of your obligations and assets to a new company, or the sale or transfer of all or any of your obligations and assets to another company, whether or not the company or companies with which you amalgamate or merge or the company to which you transfer all or any of your obligations and assets (whether in connection with a reconstruction or sale or transfer as stated above) is completely different from you in terms of objects, character or constitution.

8.2 It is our express intention that this Guarantee shall remain valid and effective in all respects in favour of such company or companies so that all the rights which you have under this Guarantee may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Guarantee in place of you or in addition to you.

## 9. **GENERAL PROVISIONS**

9.1 Waiver - No delay or omission by you in exercising any of your rights, powers, privileges or remedies under or in respect of this Guarantee will in any way affect, weaken, damage or prejudice such rights, powers, privileges or remedies or be construed as a waiver of all or any of them; neither will any single or partial exercise of any of such rights, powers, privileges or remedies stop you from any further exercise of any of them or the exercise of any other right, power, privilege or remedy.

9.2 Rights Cumulative - The rights and remedies provided in this Guarantee are cumulative and not exclusive of any rights or remedies provided by law. You are entitled at any time, whether before or simultaneously with or after the exercise by you of any of your powers provided in this Guarantee, to take or to initiate or institute any action or proceedings to recover the Indebtedness notwithstanding that you may or may not have availed yourself of any of your remedies or rights against the Borrower or any security or right given to or conferred on or otherwise available to you or provided by law or against any other person or against any other security, guarantee or right whatsoever.

9.3 Exercise of Authority - Nothing done or omitted by you in accordance with any authority, discretion or permission given to you in this Guarantee will reduce, affect or discharge our liabilities under this Guarantee.

9.4 Severability - If any of the provisions of this Guarantee is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Guarantee; the remainder of this Guarantee is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

- 9.5 Effective Date - This Guarantee shall come into force on the date stated in **Section 1** of the Schedule regardless of the different dates on which each of us have executed this Guarantee.
- 9.6 Ownership of this Guarantee - This Guarantee is and shall at all times remain your property.
- 9.7 Non-Signing of Guarantee - If this Guarantee is to be signed by more than one person, and if any one or more of those persons does not sign or, having signed, is not bound by this Guarantee for any reason whatsoever, the remaining person or persons who have signed will continue to be bound by this Guarantee as if the person or persons who did not sign or are not bound by this Guarantee had never been a party to this Guarantee or had not been required to sign this Guarantee at all.
- 9.8 Avoidance of Security - No assurance, security or payment which may be avoided under Sections 528 or 529 of the Companies Act 2016 (as may be revised or amended by any statutory modifications) or by any provisions of the Bankruptcy Act 1967 (as may be revised or amended by any statutory modifications) and no release, settlement or discharge which may have been given on the faith of any such assurance, security or payment will prejudice or affect your right to recover from us to the full extent of this Guarantee as if such assurance, security, payment, release, settlement or discharge (as the case may be) had never been guaranteed, given or made.
- 9.9 Certificate - Any certificate or statement issued by you showing the outstanding amount due and owing to you from the Borrower will be conclusive proof against us as to the outstanding amount due and owing to you from the Borrower; this certificate or statement will be binding on us for all purposes whatsoever including for the purposes of any legal proceedings.
- 9.10 Signing by Counterparts - This Guarantee may be executed by us in any number of counterparts or copies, all of which taken together and when delivered to you shall constitute one and the same instrument.
- 9.11 Successors-in-Title - This Guarantee will be binding on our respective heirs, personal representatives, executors, administrators and successors in title (as the case may be) and if this Guarantee is signed by more than one Guarantor, the liability of the other Guarantors signing this Guarantee and their respective heirs, personal or legal representatives and successors in title (as the case may be) to you shall be joint and several and every agreement and undertaking contained in this Guarantee will be read and applied accordingly.

10. **GUARANTEE NOT TO AFFECT OTHER SECURITIES**

This Guarantee is in addition to, will not to be merge with or will affect or be affected in any way by any other right, remedy, guarantee, indemnity or any other form of security whatsoever (whether by way mortgage, charge, lien or otherwise) which you may now or after the date of this Guarantee hold from us, the Borrower or any other party for the Indebtedness and may be enforced or call upon now or at any time after this.

**11. MODIFICATION AND INDULGENCE**

This Guarantee will not be affected in any way and we will not be released or excused from any of our liabilities or obligations under this Guarantee by any of the following:-

- 11.1 any termination of or increase or variation to any credit to the Borrower whether or not you have given us any prior notice or obtained our prior consent;
- 11.2 any security whatsoever, including other guarantees, which you may now or at any time after this hold in respect of the Borrower whether or not the security is given by us or by any other person for any moneys whatsoever whether or not the moneys are guaranteed under this Guarantee;
- 11.3 any variation, exchange, renewal, release or modification of any security whatsoever, including other guarantees, which you may now or at any time after this hold in respect of the Borrower;
- 11.4 any refusal or neglect by you to complete, enforce or assign any judgment or security whatsoever, whether or not any moneys due to you under the judgment or security have been fully paid;
- 11.5 any extension of time, concession, waiver or other indulgence given to the Borrower and/or to any other person, including us and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.6 any failure by you to enforce any of your rights, whether intentionally or unintentionally, against the Borrower and/or any other person, including us and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.7 any compromise, composition or arrangement which you may make with the Borrower and/or any other person, including ourselves and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.8 the continuing and/or the opening and operation of any other account whatsoever with the Borrower at any of your offices or branches;
- 11.9 the granting of any other Banking Facility whatsoever to the Borrower and/or the variation of any Banking Facility granted to the Borrower including, but not limited to, any variation to the terms and conditions governing such Banking Facility and the replacement, conversion, interchanging, reinstatement, adding to, increase or reduction of such Banking Facility in any way whatsoever
- 11.10 any release or discharge given to any one or more co-guarantors, including any one or more of us if this Guarantee is signed by more than one person, whether or not you have given notice to us or obtained our consent.



- 11.11 the renewal of any bills, notes or other negotiable securities;
- 11.12 the acceptance of any early or part payment towards settlement of the Indebtedness or payment of any moneys due or becoming due under this Guarantee by such increased or reduced instalments as may be agreed or as may be requested by us, the Borrower and/or any third party;
- 11.13 any agreement to suspend payments to reduce any principal sum owing; and
- 11.14 any recourse to any remedy or means for recovering the moneys secured by this Guarantee which may be available to you.

## 12. **APPLICATION OF MONEYS**

If any sum paid to or recovered by you in respect of the moneys and obligations owing by the Borrower is less than the amount then due, you may apply that sum to interest, fees, principal or any other amount due in such proportion and order and generally in such manner as you may in your sole discretion deem fit.

## 13. **NOTICES**

- 13.1 We will immediately notify you in writing if there is any change in our address, facsimile number, electronic mail address or mobile phone number.
- 13.2 Any demand for payment or any other demand or notice under this Guarantee may be made by you, your manager or any of your officers or by any person or firm acting as your solicitor or solicitors and may be:-
  - 13.2.1 delivered by hand to our address as stated in this Guarantee or such other address last known to you;
  - 13.2.2 sent by facsimile transmission to o
  - 13.2.3 sent by pre-paid (registered, AR registered, ordinary or otherwise) post to our address as stated in this Guarantee or such other address last known to you;
  - 13.2.4 your facsimile number as stated in this Guarantee or last known to you;
  - 13.2.5 sent by electronic mail to our electronic mail address as stated in this Guarantee or last known to you;
  - 13.2.6 sent by short message system (SMS) to our mobile phone number as stated in this Guarantee or last known to you;
  - 13.2.7 given by posting on your website; or
  - 13.2.8 given by advertisement in a newspaper generally circulated in Malaysia.

- 13.3 Any demand for payment or any other demand or notice in respect of anything whatsoever that you send or give to us will be deemed to have been given to and duly received by us, whether or not we have actually received the same:-
- 13.3.1 at the time of delivery at our address, if delivered by hand;
  - 13.3.2 on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted, if sent by pre-paid (registered, AR registered, ordinary or otherwise) post even if it is undelivered or returned to you provided you can show that what you sent was properly posted and correctly addressed to us;
  - 13.3.3 at the time the facsimile transmission is completed;
  - 13.3.4 at the time the transmission of the electronic mail is completed;
  - 13.3.5 at the time the sending by short message system (SMS) is completed;
  - 13.3.6 at the time of posting on your website; or
  - 13.3.7 on the date of the publication of the advertisement in the newspaper.
- 13.4 Your rights under this Guarantee will not be affected by any failure on our part to notify you of any change in our address, facsimile number, electronic mail address or mobile phone number.
- 13.5 We agree that any court documents may be served by you on us by registered mail or in any other manner allowed by the relevant laws and will be deemed to have been given to and duly received by us as provided in Clause 12.3.

#### 14. **DISCLOSURE OF INFORMATION**

We agree that you (including your officers, employees, agents or any other persons to whom you grant access to your records, correspondence or any material relating to us or to any account we now or later have with you) can disclose at any time at your sole discretion without notifying us beforehand, any information relating to us, our account and any of our Authorised Persons to the following:-

- 14.1 any one or more members of the Group for any of the following purposes:-
  - 14.1.1 providing us or the Borrower with banking services or improving and furthering the provision of other services by you;
  - 14.1.2 reporting or data matching;
  - 14.1.3 fraud or crime prevention or investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
  - 14.1.4 debt collection or outsourcing of any of your operations;
  - 14.1.5 performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;

- 14.1.6 facilitating the performance of your or any member of the Group's functions or compliance with the Group's policies, guidelines, directives or requirements; or
- 14.1.7 corporate exercise or any legal process initiated by or served on you.
- 14.2 any person, whether in Malaysia or elsewhere, who provides electronic or other services to you for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
- 14.3 any person, whether in Malaysia or elsewhere, engaged by you in connection with the performance of services or operational functions which have been out-sourced;
- 14.4 the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- 14.5 credit card companies and financial institutions in connection with credit card enquiries;
- 14.6 other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- 14.7 your auditors, solicitors, and professional advisors;
- 14.8 your stationery printers, vendors of the computer systems you use, and to such persons installing and maintaining them and other suppliers of goods or service providers you engage;
- 14.9 any receiver and/or manager or receivers and/or managers appointed by you or by any other party;
- 14.10 any credit bureau of which you are a member, and any other members and/or compliance committee of such credit bureau;
- 14.11 any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- 14.12 any actual or potential participant or sub-participant in relation to any of your obligations under any banking agreement between you and the Borrower or us or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- 14.13 for transactions effected or processed with or without our authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices you approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- 14.14 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over you or any member of the Group;

- 14.15 any person to whom you, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- 14.16 any other person to whom such disclosure is considered by you to be in your interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- 14.17 any person intending to settle any moneys outstanding under the Banking Facilities;
- 14.18 any person connected to the enforcement or preservation of any of your rights under this Guarantee;
- 14.19 the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over you; and
- 14.20 any person who has given you any security for the Banking Facilities.

15. **COMPLIANCE WITH COURT ORDERS**

You and the Group can act in any way you deem fit, without consulting us beforehand, if you are served with a court order issued by a court of any jurisdiction. We agree that we will not hold you liable in any manner whatsoever for any loss or damage in connection with your actions so taken in compliance with the court order.

16. **DATA PROTECTION**

- 16.1 We hereby confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by you (which is available at your branches as well as at your website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in this Guarantee as may relate to the processing of our Personal Data. For the avoidance of doubt, we agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Guarantee.
- 16.2 We agree and consent that you may transfer the Personal Data outside of Malaysia. All Personal Data held by you and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 16.3 In the event we provide Personal Data relating to third parties, including data relating to our next-of-kin and dependents (where we are individuals) or data relating to our directors, shareholders, officers, individual guarantors and security providers (where we are a corporation), for the purpose of the Banking Facilities, we:
  - 16.3.1 confirm that we have obtained their consent or are otherwise entitled to provide this data to you and for you to use it in accordance with this Guarantee and/or the Banking Facilities;
  - 16.3.2 undertake that we have informed the said third parties to read the Privacy Notice at your website [www.uob.com.my](http://www.uob.com.my);

- 16.3.3 have informed the said third parties:-
  - (i) that you may collect or verify their personal and financial data with third party sources;
  - (ii) that you may disclose their personal data to classes of third parties described in your Privacy Notice;
- 16.3.4 agree to ensure that the personal and financial data of the said third parties is accurate;
- 16.3.5 agree to update you in writing in the event of any material change to the said personal and financial data; and
- 16.3.6 agree to your right to terminate the Banking Facilities should such consent be withdrawn by the said third parties.
- 16.4 Where we instruct you to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing you and/or your agents to enter into any cross-border transaction on our behalf, we agree to the above said disclosures on behalf of us and others involved in the said cross-border transaction.
- 16.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to you or the Group (whether in or outside Malaysia), we agree that you and the Group, and your merchants and strategic partners may contact us about products, services and offers, which you believe may be of interest to us or benefit us financially. Notwithstanding the foregoing, you will only disclose our Personal Data (excluding data relating to our affairs or account) to your merchants and strategic partners where our express prior consent has been obtained.
- 16.6 We may choose not to receive any direct marketing materials from you or the Group by writing in to you at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by you) with our request and you will abide by our latest written instructions to you.
- 16.7 We acknowledge that certain communications such as statements of account and your websites contain standard information regarding your other products and services that cannot be removed without affecting the delivery/provision of your services and/or products, the operation of the Banking Facilities and/or without imposing additional costs to us.
- 16.8 We are entitled to request in writing:
  - 16.8.1 for any information in relation to our Personal Data that you hold or store, upon payment of a prescribed fee;
  - 16.8.2 for any information held or stored by you to be updated, amended and/or corrected;
  - 16.8.3 for you to limit the processing of our Personal Data held or stored by you; and

16.8.4 to make an enquiry or complaint in respect of your processing of our Personal Data.

For requests under Clauses 16.8.1 or 16.8.2, we may make a request to you via your Data Access Request Form or Data Correction Request Form respectively. These forms are available at your branches as well as at your website at [www.uob.com.my](http://www.uob.com.my).

We may direct all our requests to any of your branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

You may charge a fee for processing our request for access or correction. you may also refuse to comply with our request in respect of Clauses 16.8.1 or 16.8.2 above if the information supplied by us is insufficient (as determined by you) or where such request may breach or violate any law or regulation or any other reason which you deem not to be in your interest to do so. If you refuse to comply with such request, you will inform us of your refusal and reason for your refusal.

- 16.9 We are responsible for ensuring that the information we provide you is accurate, complete and not misleading and that such information is kept up to date.
- 16.10 We acknowledge that if we subsequently withdraw our consent to process our Personal Data as given earlier to you, as you will not be able to process and/or disclose our Personal Data in relation to the purposes set out in the Privacy Notice, you will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.
- 16.11 You reserve the right to amend this clause from time to time at your sole discretion and shall provide prior notification to us in writing and place any such amendments on your websites or by placing notices at the banking halls or at prominent locations within your branches or by such other means of communication deemed suitable by you.
- 16.12 This clause shall be without prejudice to any other clause in this Guarantee which provides for the disclosure of data.

17. **SEARCHES**

We agree that you may but is not obliged to conduct bankruptcy/winding up searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the disbursement of any of the Banking Facilities and we consent to your carrying out such searches on us or any of us to the extent permitted by the law at our costs and expense.

18. **GOVERNING LAW**

This Guarantee is to be governed by and interpreted in accordance with the laws of Malaysia and we unconditionally and irrevocably:-

- (i) agree that any dispute involving this Guarantee may be submitted to the courts of law within and outside of Malaysia; and
- (ii) agree not to raise any objection to any dispute being submitted in any particular court of law on the basis that it is not the correct or most convenient court for the dispute to be submitted to.

*(The remainder of this page is intentionally left blank)*

**SCHEDULE**

**Section 1 : Date of this Guarantee:**

**Section 2 : Name and Particulars of the Borrower:**

**Section 3 : Name, NRIC/Company No, Postal, Email Address, Facsimile and Telephone No of the Guarantors:**



**NOTICE**

- 1. By signing this document, you may be liable instead of or as well as the Borrower for all moneys due and owing by the Borrower to UNITED OVERSEAS BANK (MALAYSIA) BHD. from time to time up to the limit of your deposits with UNITED OVERSEAS BANK (MALAYSIA) BHD. including all accrued interest.**
- 2. You are advised to seek independent legal advice before signing this document.**

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**EXECUTION BY COMPANY**

The Common Seal of \_\_\_\_\_ )  
 )  
 )  
 was affixed to this document )  
 in the presence of: )

.....  
Director

.....  
Director/Secretary

**OR**

Signed for and on behalf of \_\_\_\_\_ )  
 )  
 )  
 in the presence of: )

.....  
Authorised Signatory  
Name:  
NRIC/Passport No:  
Designation:

.....  
Signature of Witness  
Name:  
NRIC/Passport No:  
Address:

**NOTICE**

**1. By signing this document, you may be liable instead of or as well as the Borrower for all moneys due and owing by the Borrower to UNITED OVERSEAS BANK (MALAYSIA) BHD. from time to time up to the limit of your deposits with UNITED OVERSEAS BANK (MALAYSIA) BHD. including all accrued interest.**

**2. You are advised to seek independent legal advice before signing this document.**

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

EXECUTION BY INDIVIDUAL(S)

SIGNED BY:

WITNESSED BY:

.....  
Signature  
Name:  
NRIC/Passport No:  
Address:

.....  
Signature  
Name:  
NRIC No:  
Address:

.....  
Signature  
Name:  
NRIC/Passport No:  
Address:

.....  
Signature  
Name:  
NRIC No:  
Address: