

|   |   |
|---|---|
| <p><b>PRODUCT DISCLOSURE SHEET</b></p> <p>(Read this Product Disclosure Sheet before you decide to apply for Bank Guarantee. Be sure to also read the terms in the Letter of Offer. Seek clarification from your institution if you do not understand any part of this document or the general terms).</p>  | <p><b>BANK GUARANTEE</b></p> <p>Date:</p> |
| <p><b>1. What is this product about?</b></p> <p>A Bank Guarantee (BG) is a written undertaking by the Bank, issued at the request and for the account of the Applicant (Customer) whereby the Bank guarantees payment to the named Beneficiary up to the guaranteed sum as stipulated in the Guarantee in the event a valid written demand is received by the Bank.</p>   |   |
| <p><b>2. What are the different types of guarantee commonly issued by the Bank?</b></p> <p>The Bank offers 2 types of Guarantee, briefly summarized below:</p> <p>(a) <u>Performance Guarantee</u><br/>Issued in support of the Customer's fulfillment of a contracture obligation in accordance with the terms and conditions of an underlying contract or agreement.</p> <p>(b) <u>Financial Guarantee</u><br/>Issued in support of the Customer's undertaking to secure the repayment of a debt or liability.</p>  |   |
| <p><b>3. What are the main features of this product?</b></p> <ul style="list-style-type: none"> <li>The Bank acts as a Guarantor for the Customer. Guarantees are generally issued in the Bank's standard format, in favour of a named Beneficiary, for a specific duration and amount and stipulating its undertaking to honour upon receipt of a valid written demand, without requiring or imposing any prior conditions or terms to be met.</li> <li>Guarantees are generally issued subject to Malaysian Law or if requested upon, the Uniform Rules for Demand Guarantees, Publication 758 (URDG 758).</li> </ul>   |   |
| <p><b>4. How do I apply for this product?</b></p> <ul style="list-style-type: none"> <li>You will need to have an approved BG Facility with the Bank and application must be made in the Bank's standard Application Form and Letter of Indemnity, duly completed and signed by your authorised signatory/ies.</li> <li>Each application to be accompanied by copy Guarantee format and/or contract/ agreement, if any</li> </ul>   |   |
| <p><b>5. What are my obligations?</b></p> <p>You are required to pay immediately upon notification by the Bank, following the presentation of a valid written demand against the said Guarantee by the named Beneficiary.</p>   |   |
| <p><b>6. What if I fail to fulfil my obligations?</b></p> <ul style="list-style-type: none"> <li>Default interest at 3.5% p.a. above the Bank's Base Lending Rate will be imposed on such sum paid by the Bank pursuant to the Guarantee issued by the Bank.</li> <li>The Bank has the right to set-off any credit balances in your account(s) against any outstanding balances following prior notification of 7 days to you.</li> <li>The Bank may exercise its rights and start its recovery process/ legal action.</li> <li>Your BG Facility along with any other facilities with the Bank may be recalled.</li> <li>The Bank have the right to cancel the BG Facility and to require you to fully settle the BG if you, your partner or your co-borrower dies (for sole proprietorship and partnership)</li> </ul> |   |
| <p><b>7. What are the major risks?</b></p> <ul style="list-style-type: none"> <li>Guarantee issued with no specific expiry date and/or determinable amount will entail a written discharge letter from the Beneficiary plus return of the original Guarantee, prior to its cancellation.</li> <li>Payment to the BG Beneficiary is upon presentation of a valid written demand against the said Guarantee. Bank has no obligation to verify and/or validate whether an event of default has occurred on the underlying purpose of the said Guarantee.</li> </ul>  |   |

**8. What are the fees and charges I have to pay?**

|   |  |
|---|--|
| Issuance Fee  | From 0.1% p.m. or part thereof, including any claim period with minimum RM100.00   |
| Amendment Fee involving increased amount and/or extended validity   | From 0.1% p.m. or part thereof, on the extended validity and/or increased amount with minimum RM100.00                                   |
| Reissuance and Other Amendment Fee                                  | RM100.00   |
| Non-Cancellation Fee (3 months after expiry date or claim end date) | From 0.1% p.m. or part thereof   |
| Stamp Duty  | As per Stamp Duty Act 1949 (Revised 1989)  |
| Other Charges   | Please refer to our Letter of Offer and the Bank's Corporate website at <a href="http://www1.uob.com.my">www1.uob.com.my</a> for details |

Note: The Bank may revise the commission, interest rate, fee and charges from time to time at its absolute discretion, subject to the Bank giving you advance notice of 21 days.

**9. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner. Please inform us of any change in your contact details at the nearest UOBM branch or our Business Banking Service Center or contact your UOBM Account Relationship Manager.

**10. Where can I get assistance and redress?**

- If you have difficulties in making settlement, please contact the Bank earliest possible to discuss settlement alternatives. You may contact your UOBM Account Relationship Manager or send an E-mail to us at [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) or contact us at Tel No. Kuala Lumpur 603 - 2612 8121; Penang 604 - 2401 121; Johor Bahru 607 - 2881 121; Kuching 082 - 287 121 or Kota Kinabalu 088 - 477 121
- Alternatively you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling and debt restructuring for individual. You can contact AKPK at Maju Junction Mall, Tingkat 8, 1001 Jalan Sultan Ismail, 50250 Kuala Lumpur (Tel: 03-26167766 or E-mail at [enquiry@akpk.org.my](mailto:enquiry@akpk.org.my))
- If you wish to complain on the products or services provided by the Bank, you may E-mail us at [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) or contact us at Tel No. Kuala Lumpur 603 - 2612 8121; Penang 604 - 2401 121; Johor Bahru 607 - 2881 121; Kuching 082 - 287 121 or Kota Kinabalu 088 - 477 121
- If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur (Tel: 1-300-88-5465; Fax: 603 - 2174 1515; E-mail at [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my))

**11. Where can I get further information on the product?**

- Should you require additional information on our products, please visit us at the nearest UOBM Branch or E-mail us at [businessbanking.servicecentre@uob.com.my](mailto:businessbanking.servicecentre@uob.com.my) or logon to [www1.uob.com.my](http://www1.uob.com.my) for more info.
- If you have any enquiries, please call our UOBM Business Banking Service Center at Kuala Lumpur 603 - 2616 6800; Penang 604 - 2626 800; Johor Bahru 607 - 2236 800; Kuching 082 - 236 820; Kota Kinabalu 088 - 246 820

The information provided in this disclosure sheet is valid as at September 2018 and is subject to change at the Bank's discretion from time to time.

To: **UNITED OVERSEAS BANK (MALAYSIA) BHD (271809K)**

I/We hereby acknowledge receipt of the above Product Disclosure Sheet

-----  
 Authorized Signatory & Company Stamp  
 Date: