

UOB Malaysia BizSolution Refinancing Campaign

TERMS AND CONDITIONS

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) (“UOB Malaysia”) is running the BizSolution Refinancing Campaign (“Campaign”) from 1 June 2024 to 31 August 2024 (both dates inclusive), or until such other date(s) as may be determined by UOB Malaysia from time to time (“Campaign Period”). These Terms and Conditions are to be read together with the Letter of Offer (“LO”) and loan/financing documentation in respect of the Credit Facility(ies) (“Agreement”) issued and/or imposed by UOB Malaysia in relation to the Campaign.

Eligibility to participate

1. The Campaign is open to all UOB Malaysia new and existing Business Banking customers who apply for credit facility(ies) with UOB Malaysia during the Campaign Period (“Participant”).
2. UOB Malaysia Business Banking customers shall include sole-proprietorship, partnership, private limited company that falls under UOB Malaysia Business Banking segment criteria.
3. “New Participant” shall refer to new UOB Malaysia Business Banking customer who does not have any credit facility(ies) with UOB Malaysia during the Campaign Period.
4. “Existing Participant” shall refer to any existing UOB Malaysia Business Banking customer who maintains the credit facility(ies) with UOB Malaysia during the Campaign Period.
5. “Credit Facility(ies)” shall refer to any of the facilities mentioned below:-
 - a. Overdraft
 - b. Term Loan/Multi-Option Loan
 - c. Trade Lines
 - d. Commercial Card
 - e. Forward Foreign Exchange Contracts (FX-Forward)
6. Loan applications which fall under the following shall NOT be eligible to participate for the Campaign:-
 - (i) for the purpose of financing of existing completed properties which are free from encumbrances; or
 - (ii) from investment holding companies; or
 - (iii) financing, conversion of or restructuring and/or top-up of existing facilities granted by UOB Malaysia which is secured by completed property; or
 - (iv) If the particular loan application has enjoyed any form of reward in other campaign(s) held by UOB Malaysia.

Campaign Mechanics and Qualifying Criteria

7. During the Campaign Period, the Participant who meets the following conditions (“Eligible Customer”) shall be entitled for a rebate of legal fees & stamp duty of up to a maximum of 1.5% of the approved loan limit (“Rebate Amount”).

- (i) newly approved loan during the Campaign Period is to be accepted by the Participant no later than 31 October 2024.
- (ii) a minimum loan amount of RM1,000,000-00 is granted by UOB Malaysia and duly accepted by the Participant ("Approved Facility").
- (iii) the Rebate Amount will be based on the actual legal fees and stamp duty incurred by the Participant or up to the maximum Rebate Amount as abovementioned, whichever is lower.
- (iv) the Approved Facility(ies) is strictly for the purpose of refinancing of existing completed property from other financial institution(s) to UOB Malaysia. The completed property is subject to further assessment and evaluation satisfactory to UOB Malaysia in terms of the position of such collateral securing the Approved Facility.
- (v) the preparation and completion of security documentation under the Campaign must be handled by UOB Malaysia's appointed panel solicitors.
- (vi) a business current account is to be opened with UOB Malaysia with an initial deposit of a minimum amount of RM50,000-00 or a deposit of a minimum amount of RM50,000-00 is to be placed into the Participant's business current account with UOB Malaysia prior to the disbursement of any of the Approved Facility(ies).
- (vii) bancassurance with premium of at least RM50,000-00 is to be taken up by keyman and/or any of the directors/guarantors of the Participant with UOB Malaysia's panel Insurer ("Insurer"). A valid Letter of Approval from Insurer ("Letter of Approval") is to be delivered to UOB Malaysia prior to the disbursement of any of the Approved Facility(ies) and the disbursement of the Rebate Amount to the panel legal firm handling the loan documentation of the Approved Facility(ies).
- (viii) all applications of loan are subject to UOB Malaysia's credit evaluation and any such approval is at its absolute discretion. The Approved Facility(ies) shall at all times be subject to such terms and conditions as may be prescribed by UOB Malaysia (as per clause 15 below) from time to time.

Other Terms and Conditions

- 8. Provided that all terms and conditions of the Approved Facility(ies) have been duly fulfilled (including completion of loan documentation) to the satisfaction of UOB Malaysia, the Rebate Amount shall be payable to the appointed panel solicitors via its client's account maintained with UOB Malaysia upon receipt by the UOB Malaysia of a copy of the solicitors' invoice. Any such shortfall or other fees and charges above the Rebate Amount shall be solely borne by Eligible Customer (subject to Eligible Customer's maximum rebate amount).
- 9. In the event the final Facility(ies) duly accepted by the Eligible Customer do not meet the entitlement as prescribed in the Campaign Terms and Conditions, UOB Malaysia reserves the discretion to withdraw the Campaign eligibility and suspend the Rebate Amount.
- 10. In the event the Eligible Customer cancels and/or terminates the Approved Facility before the first disbursement, the appointed lawyer will directly recover from the customer for the cost/expenses (if any) relating to the loan documentation/pre-disbursement cost incurred by them for this loan.
- 11. In the event the Eligible Customer fully prepays, cancels or terminates the Approved Facility(ies) within five (5) years from the date of the first disbursement of the Approved Facility(ies) or when the Eligible Customer's loan turns into default anytime during the loan tenure, the Eligible Customer is liable to the Rebate Amount released/paid by the UOB Malaysia in full together with other payment of such prepayment penalty or other fees and charges as prescribed under the LO and/or any loan documentation pertaining to the Approved Facility(ies) which shall be applicable.

12. By participating in this Campaign, the Eligible Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions (as well as other terms and conditions governing the Approved Facility(ies)) and agree that UOB Malaysia's decision on all matters relating to this Campaign and the Rebate Amount shall be final, conclusive and binding on the Eligible Customer. For any such decision, UOB Malaysia shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Campaign and the Rebate Amount. No appeal or correspondence from any person(s) will be entertained.
13. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature howsoever arising or suffered by the Eligible Customer or any third parties resulting directly or indirectly from this Campaign unless due to UOB Malaysia's gross negligence or willful misconduct specifically related to this Campaign and/or the Rebate Amount.
14. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials in respect of this Campaign and/or the Rebate Amount.
15. UOB Malaysia reserves the right to add, delete, suspend or vary the Terms and Conditions herein, from time to time, wholly or in part, at its absolute discretion, by providing twenty-one (21) days prior notice via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches and/or a statement insert in the statement of account or in any other manner as may be determined by UOB Malaysia from time to time.
16. UOB Malaysia reserves the rights to withdraw, suspend, extend or terminate this Campaign prior to the expiry of the Campaign Period, in whole or in part, by providing twenty-one (21) days prior notice to the Eligible Customer.
17. In the event of any inconsistency between these Terms and Conditions and any other terms and conditions governing the aspects of advertising, promotional, publicity and other materials relating to or in connection with this Campaign, these Terms and Conditions shall prevail.
18. Any tax filing obligation or any tax payment due to any authority/regulator/parties or any incidental cost and/or any other charges that may arise as a result of receipt of this Rebate Amount shall remain as the sole responsibility, liability and obligation of the Eligible Customer.
19. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Participant agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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