

**TERMS AND CONDITIONS FOR MONEY MARKET DEPOSIT (MMD)**  
(Effective 1 August 2023)

**Definitions**

'Applicable Laws'	means all relevant or applicable statutes, laws, rules, regulations, guidelines, directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organisations with jurisdiction over us or any other person within the Group).
'Associated Party'	means any of the following:- (a) your director; (b) your shareholder; (c) a company of which any of your directors is a director or a shareholder; (d) a company of which any of your shareholders is a shareholder or a director; (e) your parent or holding company; (f) your subsidiary company; (g) a company of which you are directly or indirectly a shareholder; (h) a partnership of which you are a partner; (i) a sole-proprietorship of which you are a proprietor; (j) a company of which you are a director.
'Authorised Personnel'	the list of nominated personnel who are duly authorised to transact, deal, instruct the Bank for any orders on any MMD Transactions pursuant to the board of directors and/or shareholders resolution and includes any supplemental or amended resolutions issued by the Customer from time to time in respect of the MMD Transactions.
'Authorised Signatories'	The list of nominated signatories who are duly authorised to appoint new Authorised Personnel pursuant to the board of directors and/or shareholders resolution and includes any supplemental or amended resolutions issued by the Customer from time to time in respect of the MMD Transactions.
'the Bank', 'UOBM', 'our', 'us' or 'we'	means United Overseas Bank (Malaysia) Bhd [Company No. 199301017069 (271809-K)] and shall where applicable include its successors-in-title and assigns.
'Business Day'	means any day our Kuala Lumpur office is open for business.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'Confirmation Advice'	means the acknowledgement slip to evidence the placement of the MMD on the date stated in the acknowledgement slip.
'Depositor(s)', 'you' or 'your'	means a MMD depositor, whether singly or jointly, whichever is applicable and shall include their respective heirs, personal representatives, successors-in-title and permitted assigns.
'Designated Account'	means the current account opened with us in connection with the MMD or an existing current account which is designated to facilitate transfer of funds in relation to the MMD placements, the interest earned on the MMD and the debiting of fees and charges under the MMD.
'Event of Default'	means any events or matters specified in Clause 11.1(b) to (bb) below.

'FATCA'	means Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA.
'Group'	means our 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 us.
'Legal Process'	may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 1965, Insolvency Act 1967 and the National Land Code 1965
'MMD'	means the Money Market Deposit deposited by you with us, and includes FX Short Term Deposit.
'Personal Data'	means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information relating to the MMD, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.
'Sanctions'	means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.
'Terms and Conditions'	means these terms and conditions governing the MMD (including any variation or addition hereto as we may prescribe from time to time).
'Third Party Data Subject'	means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandatee, next-of-kin, dependents, individual guarantors, and security providers (where you are an individual), or your Authorised Personnel, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation).
'US'	means United States of America.
'US Person(s)'	means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under Applicable Law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

## 1. Terms and Conditions

By placing a MMD with us, you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every term.

## **2. MMD**

- 2.1 You shall be required to provide to us such mandate (if any), specimen signature(s) and any other document or information as required by us.
- 2.2 We can, decline your request for any MMD placement without giving any reason.
- 2.3 Prior to the placement of the MMD, you shall designate a Designated Account in which the MMD and interest earned on the MMD is to be paid into upon the maturity of the MMD.
- 2.4 We reserve the right to reject your request for any MMD placement if you omit or refuse to open a Designated Account with us.

## **3. Deposits**

- 3.1 We will decide the minimum amount required for each MMD placement. Each deposit must be within the minimum and maximum tenure determined by us from time to time, at an interest rate which is quoted by us for the MMD.
- 3.2 Any Confirmation Advice issued by us pursuant to the placement of the MMD is subject to payment instruments being honoured and the proceeds received by us, and until the proceeds are received by us the Confirmation Advice will not be binding on us.
- 3.3 The value date will be the date the deposit is received in full by us.
- 3.4 Partial upliftment of the MMD is not allowed. Any upliftment of the MMD before the maturity date shall be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank.
- 3.5 No interest shall be paid on upliftment of placement prior to maturity date of the placement.
- 3.6 Upon maturity of the MMD, the MMD and interest earned will be credited to the Designated Account. Any request to transfer the MMD and/or interest to a third party account will not be entertained.
- 3.7 We may, agree to your request for a new placement of the MMD on its maturity. Such request, if any, shall be submitted to us prior to the maturity of the existing MMD. For any such new placements, we are entitled to vary the interest rate payable on the MMD placement.

## **4. Interest**

We will calculate the interest payable based on the agreed rate at the time of the placement of the MMD. Interest shall be payable on the MMD upon the maturity of the MMD. The calculation for the interest shall be as the following formula: :-

$$\text{Placement amount} \times \text{Tenure} \times \text{Interest Rate} \div (365 \text{ or } 360)$$

Where applicable, withholding tax will be imposed on the interest earned by you in accordance with the prevailing tax ruling.

## 5. Mandate/Instruction

- 5.1 For the operating mandate of the MMD, you must provide us with the resolution passed in accordance with your constitution or authorization letter executed by Authorised Signatories or a person authorised by your constitution to nominate and appoint your Authorised Personnel (whichever may be applicable) and the information relating to the Authorised Signatories and Authorised Personnel as requested by us.
- 5.2 We shall act in accordance with your written instructions signed in accordance with the operating mandate of the MMD.
- 5.3 Instructions:-
- (a) All instructions given by you or your Authorised Personnel are irrevocable and binding on you.
  - (b) We shall be entitled to refuse to accept or act on any oral or written instructions, if:-
    - (i) we are unable to verify your identity to our satisfaction;
    - (ii) we have any doubt on the authenticity, clarity or completeness of the instructions;
    - (iii) the form or content of such instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
    - (iv) the instructions is not in accordance with the mandate(s) for the time being in effect in respect of the MMD;
    - (v) we believe or suspect that the instructions are unauthorised, fraudulent or forged;
    - (vi) the signature on the instructions differs from the specimen signature in our records;
    - (vii) an Event of Default has occurred or is continuing; or
    - (viii) we deem appropriate in the circumstances;
- and we shall not be responsible and liable for any loss, liability or expense sustained by you by reason of our refusal or omission to act on such instructions.
- 5.4 We may act upon any instructions which we believe in good faith to be given by you or your Authorised Personnel, without inquiry as to:-
- (a) the identity or authority of the person giving or purporting to give such instructions; or
  - (b) the authenticity thereof or notwithstanding:-
    - (i) that such instructions may conflict with other instructions given by you to us; or
    - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

The Customer shall not hold the Bank liable in anyway for acting on such instructions and the Customer shall indemnify the Bank and keep the Bank indemnified for any loss and expenses (including legal fees) in reliance thereof save and except it is due to our willful misconduct or gross negligence.

- 5.5 We may refuse to accept or act on the instruction given by any of your Authorised Personnel who has been adjudged bankrupt without being liable to you.
- 5.6 If prior to acting on instruction received from one Authorised Personnel, we receive contradictory Instruction from another Authorised Personnels, we shall immediately thereafter act only on the mandate of all Authorised Personnels (if you are a partnership, society, association, organization or company) in relation to the MMD.

- 5.7 You hereby have authorised us to act upon any instruction communicated to us over the telephone (or supposedly to be so communicated) by the Authorised Personnel or given to us in writing signed and sent by post or facsimile (or supposedly to be so signed and sent) by the Authorised Personnel. You are aware and acknowledge and accept the risks of misunderstandings and errors in the instructions being given by the Authorised Personnel in such manner and we shall not be liable for any loss, liability or expense (including legal fees) that may result from acting on the instructions.
- 5.8 We shall not be liable to you for any loss, liability or expenses that may result from:-
- (a) any misunderstanding, errors, unauthorised alterations or instructions, fraud, forgery, operational failures or faults in the transmission of your instructions; or
  - (b) any misunderstanding, error or unauthorised instructions; or
  - (c) any delay on our part in acting on any instruction.
- 5.9 To the fullest extent permitted by law, you agree to indemnify us and to keep us fully indemnified at all times against all claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your aforesaid Instruction, or as we deem fit, refusing to act on your aforesaid instruction or part of it.
- 5.10 You acknowledge that we may implement any security procedures and features we deem appropriate and/or necessary from time to time to verify you and/or your Authorised Personnel's identity and that the instruction has been authorised by you or your Authorised Personnel. Without prejudice to the foregoing, we may require confirmation of any instructions from you in any form or manner as we deem appropriate.

## **6. Changes or Variation to Operating Mandate**

You must immediately notify us in writing of:-

- (a) any changes or variation to the operation of the MMD including but not limited to change of your addresses, telephone numbers, resident status, constitution of your business enterprise or the Authorised Personnel, their personal particulars, specimen signatures and the authorised manner of signing, or any information contained in the resolution or the authorization letter as furnished by the Customers to us.
- (b) we shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change. We may honour any cheque or other instrument, or act on any instructions, signed by you before it processes such notification of change
- (c) you acknowledge that, in the event that your Authorised Signatories failed to update us on any changes to Clause 6(a) above, we will make full reliance on the latest resolution and authorisation letter received from you. You hereby agree that you will not hold us liable for any losses or damages due to our action in reliance to your latest resolution and authorisation letter received from you.

## **7. Provisions for Firms/Partnership/Sole Proprietor**

- 7.1 For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by you to us even if there are any changes in the way the sole proprietorship is constituted, you implement a new name for the proprietorship or the sole proprietorship no longer exists.
- 7.2 For partnership (registered under the Partnership Act 1961), all partners (on a joint and several basis) are bound by these Terms and Conditions, and liable for all debts and other liabilities owed by you to us even if there are any changes in the partnership

(including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), a new name for the partnership or are dissolved. We may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the MMD as if there had been no change in the partnership's constitution.

- 7.3 For partnership (registered under the Limited Liability Partnerships Act 2012), if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a new name for the partnership or the partnership are dissolved, we may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the MMD as if there had been no change in the partnership's constitution.
- 7.4 For societies, association, organisation or companies, any change in your constitution by amalgamation, consolidation or otherwise shall not affect or determine your liability under the MMD and on the death of any Authorised Person(s), we shall be authorised to act on the instructions of the surviving Authorised Person(s) as specified in the MMD application form as if the deceased Authorised Person was not an Authorised Person of the MMD, subject to our receipt of any prior notification in writing by you of any changes or variation to the operation of the MMD.
- 7.5 You shall promptly notify us in writing of any change in the constitution or name of the sole proprietorship, partnership, society, association, organisation or company.
- 7.6 On the presentation of a bankruptcy or winding-up petition or any notice of dissolution against you, we can suspend the Fixed Deposit Account and such suspension shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

## **8. Fees and Charges**

- 8.1 You may have to pay fees and charges for the MMD and such fees and charges may change from time to time. The current rates on fees and charges will be made available to you upon your request.
- 8.2 We may from time to time, impose any other new service charge, increase or reduce the amount of charges, after giving you twenty one (21) days' prior notice

## **9. Confirmation Advice**

- 9.1 We will issue a Confirmation Advice recording the transaction and balances in respect to the placement of the MMD.
- 9.2 Upon your request, we may provide you with an additional statement or advice subject to a fees and charges as we deem appropriate. Such charge shall be debited from the Designated Account.
- 9.3 You agree that you are under a duty to:-
- (a) check all entries in the Confirmation Advice;
  - (b) promptly notify us in writing of any error, omission or inaccuracies in the Confirmation Advice within seven (7) days of the date of the Confirmation Advice;
  - (c) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so); and
  - (d) promptly notify us in writing if you did not receive the Confirmation Advice within seven (7) days of the expected date of receipt.



9.4 If we do not receive any written notification from you under Clause 9.3(b) within seven (7) days from the date of the Confirmation Advice, you shall be deemed conclusively have:-

- (a) accepted, and shall be bound by the validity, correctness and accuracy of the entries in the Confirmation Advice; and
- (b) ratified or confirmed each and every one of the transactions represented by the entries set out in the Confirmation Advice.

The entries in the Confirmation Advice shall be deemed conclusive evidence of your instruction to us to effect the transactions set out in the Confirmation Advice. You shall have no claim against us arising from, in connection with or as a result of any transactions referred to in the Confirmation Advice.

## 10. Representations and Warranties

10.1 Our acceptance of your application for the MMD is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the MMD:-

- (a) you have full power, right, capacity and authority to accept and agree to these Terms and Conditions and perform these Terms and Conditions;
- (b) no person other than you has an interest in the MMD;
- (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies deposited into the MMD;
- (d) that there are no material litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
- (e) that you have the ability to repay your debts as and when they fall due and that no winding-up proceedings have been commenced or are being threatened against you;
- (f) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
- (g) that no Event of Default has occurred or is continuing;
- (h) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under these Terms and Conditions;
- (i) that all the information given by you to us in relation to the MMD do not contain any untrue or misleading statement or omit to state any fact;
- (j) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to us accepting your deposits under the MMD, causing us to breach any Applicable Laws;
- (k) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
- (l) that you are not:-
  - (i) a national of any country which is subjected to Sanctions; or
  - (ii) an entity incorporated under the laws of or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; and
- (m) except with our express written consent, no person has or will have any security or other encumbrances over the MMD

10.2 The above representations and warranties shall be applied whenever you give any new instructions in connection with the MMD.

## 11. Termination and Suspension of MMD

### 11.1 We may terminate, withdraw and suspend the MMD:-

- (a) as we deem fit with prior notice to you;
- (b) if in our opinion, you do not comply with any Applicable Laws;
- (c) if in our opinion, the MMD is not operated in a proper or regular manner;
- (d) if you have breached any of these Terms and Conditions or other terms and conditions and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (e) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
- (f) if you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
- (g) if you become insolvent or allow any judgment to remain unsatisfied for a period of twenty one (21) days;
- (h) if you are unable to pay your debts, as the case may be, or suspend your debts, as the case may be, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
- (i) if any resolution is passed, or if a petition is presented against you:-
  - (i) for liquidation, winding-up or dissolution; or
  - (ii) for the appointment of liquidator, receiver, trustee or judicial manager;
- (j) if a liquidator, receiver, trustee, judicial manager or a similar official is appointed for all or a substantial part of your assets;
- (k) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
- (l) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
- (m) if in our opinion, there is any change or threatened change in:-
  - (i) circumstances which would materially and adversely affect your business or financial condition or your ability to perform your obligations under these Terms and Conditions; or
  - (ii) circumstances in relation to you or any of your directors or members of the management board or any direct or indirect shareholder that could, in our opinion, expose us to the risk of loss or reputation or regulation action in any country;
  - (iii) your status as a resident or resident controlled company; or
  - (iv) your shareholders, shareholding structure, directors or management;
- (n) if a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
- (o) if any of your cheques is dishonoured;
- (p) if you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over us;
- (q) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
- (r) if you fail to discharge any obligation or liability to us or to any other person;
- (s) if you commit a default in any loan, facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement, or to enforce the security for the loan, facility or arrangement;
- (t) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
- (u) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
- (v) if we suspect or have reasons to believe that the MMD or any part of it is derived



- from or being used for any unlawful activity;
- (w) if there is any investigation by the police or regulators pending, on-going or threatened against you;
  - (x) if you have been charged or convicted for any criminal offences or have any criminal records;
  - (y) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (as amended or replaced from time to time);
  - (z) if your whereabouts are unknown to us;
  - (aa) if you become a US Person; or
  - (bb) if we decide that the continuation of the MMD could likely be detrimental to our own position and interest, our decision shall be final.
- 11.2 When any of the events in Clause 11.1 above happens, we may take any of the following actions without any prior notice to you:-
- (a) We may (but are not obligated to) suspend (indefinitely or otherwise) or terminate the MMD, or our relationship with you and all moneys and interest then owing to us under the MMD (if any) will immediately become payable on demand by us;
  - (b) We may apply any of the credit amount in any account you may have with us against any loss arising thereof and/or amounts which you owe to us under the MMD; and
  - (c) We will be entitled to exercise any right or power:-
    - (i) which we may have under any of these Terms and Conditions; and
    - (ii) which may be available to us in law.
- 11.3 You cannot use the MMD for any unlawful activities. If we find, suspect or have reasons to believe that the MMD was derived from or is being or has been used for any unlawful activity, we may take any action we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention or any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately suspending or terminating the MMD, making reports and taking such actions as we may deem appropriate.
- 11.4 Any suspension or termination of the MMD by us shall not entitle you to claim for any compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such suspension or termination.
- 11.5 For a termination event under Clause 11.1, after the termination we shall remit the monies due and owing by us to you under the MMD to the Designated Account
- 11.6 Upon the termination of the MMD, you must pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued up to the date of termination of the MMD.
- 11.7 Any payment obligation by us to you after termination of the MMD shall be credited into the Designated Account. In the event that the Designated Account has been closed, we shall issue and send a banker's draft or cashier's order made payable to you, by ordinary post to the last known address in our records. After we have acted in accordance with the above provisions, it shall constitute a valid and complete discharge of our obligations in relation to the MMD.

## **12. Sanctions and Anti-Money Laundering**

- 12.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the MMD which we deemed necessary in order

to :-

- (a) comply with the laws or Sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti-terrorism); and/or
- (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

12.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any transactions or disbursements

12.3 You declare and undertake to us that the processing of any transactions will not breach any laws or Sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any transactions due to inadequate information and documentation provided by you.

### **13. Retention of Your Records**

You agree that we are not obligated to maintain any records of the MMD, including but not limited to the account opening forms, Confirmation Advices, recording, transcripts, correspondences or documents in relation to the MMD, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.

### **14. Taxes, Duties or Levies**

You shall be liable to pay for any taxes or levies which as at the date of the placement of the MMD or at any date subsequent to the date of the placement of the MMD, is required by law or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the MMD placements.

Any tax or levies incurred by us in relation to the placement of the MMD and any other goods or services provided under the MMD and/or the designated account shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.

### **15. Right to Debit**

Without affecting any other rights that we may have under these Terms and Conditions or by law, we may, at any time debit your Designated Account or any other account (including the balance on any overdraft account) which you may have with us whether alone or with any other person with any moneys whatsoever which are payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.

### **16. Right of Set-Off and Consolidation**

16.1 In addition to any general right of set-off under law or any other agreement, you agree that we may at any time combine, consolidate or merge all or any of your accounts (whether the MMD, current, deposit, loan or otherwise) with us whether singly or jointly with any other persons. You authorise us, after giving you seven (7) days' notice, to set-off or transfer any sums standing to the credit of any such accounts (whether matured or not) ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions, under any other agreements and/or in any other

respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").

- 16.2 Upon the issuance of the notice mentioned in Clause 16.1 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off, and you shall not be entitled to withdraw any of the Deposits, without our prior written consent.
- 16.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.
- 16.4 If there is a shortfall between the amount due and the amount realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not banker-customer relationship between us and you have ceased or been terminated.
- 16.5 Neither the Deposits nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Deposits or any of your rights, title or interest in them, and any such assignment, transfer, mortgage, charge or other dealing will be void.
- 16.6 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the amounts deposited into the MMD or credit balances from any account you have with us, with our consent. We may at any time withhold any of the amounts deposited into the MMD or your credit balances pending full settlement of all moneys or obligations due to us.

## **17. Account Terms and Conditions**

If you have a current account opened with us in connection with the MMD, you agree that our Terms and Conditions Governing Current Account including any amendments to such terms and conditions, as implemented from time to time (collectively referred to as "Account Terms and Conditions") shall be deemed to be incorporated in these Terms and Conditions. In the event of any conflict between the Account Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail on matters relating to MMD.

## **18. No Set-Off or Counterclaim by Depositor**

Until all monies owing are paid or discharged in full, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

## **19. Costs and Expenses**

- 19.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the MMD, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable

by you on demand on a full indemnity basis, together with interest from the date of demand to the date of full payment at such rates as determined by us.

- 19.2 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under the MMD.

## **20. Avoidance of Payments**

Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under these Terms and Conditions as if such assurance, security or payment had not been received and as if such release, settlement or discharge had not been given. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which we may previously have received or hereafter receive from any person in respect of the monies you have agreed to pay or to repay is set aside under any Applicable Law or proves to have been for any reason invalid

## **21. Amendments**

- 21.1 We can at any time vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) days' prior notice, either by posting on our official website at [www.UOB.com.my](http://www.UOB.com.my) or at our branch, or in any manner that we choose.
- 21.2 If you do not accept the amendments, you must withdraw the MMD within seven (7) days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.
- 21.3 We may amend, modify, revise, restrict, increase, suspend, vary, supplement, cancel or withdraw all or any facilities, services, benefits and privileges of the MMD as deemed fit, with prior notice. You will be deemed to have agreed to the amendments, variation, supplemental, cancellation or withdrawal, if we did not receive any objection from you within seven (7) days from the date of the notice.

## **22. Electronic Recording**

We can use voice-recording devices to record instructions communicated to us by you or your Authorised Person(s), with or without the use of an automatic tone or other warning devices. Such recordings can be used as evidence by us in any dispute between you and us.

## **23. Disclosure of Information**

You agree that we (including our officials, employees, agents or any other persons whom we grant access to the records, correspondence or any material relating to you or the MMD) can disclose at any time, any information relating to the MMD or you or your Authorised Personnel(s), to the following persons:-

- (a) any of the Group for any of the following purposes:-
- (i) providing you with banking services;
  - (ii) reporting;

- (iii) data matching;
- (iv) promoting, improving and furthering the provision of other services by us or any of the UOB Group to you;
- (v) fraud or crime prevention;
- (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
- (vii) debt collection;
- (viii) outsourcing our operations;
- (ix) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
- (x) facilitating the performance of our or any of the Group's function;
- (xi) compliance with the Group's policies, guidelines, directives or requirements;
- (xii) corporate exercise;
- (xiii) any legal process initiated by or served on us;
- (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person, whether in Malaysia or elsewhere, engaged by us for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors and professional advisors;
- (g) our stationery printers, vendors of the computer systems we use and to such persons installing and maintaining them, and other suppliers of goods or service providers we engage;
- (h) any receiver appointed by us or any other party;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance/takaful provider of, or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of our obligations under any banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (l) for transactions effected or processed with or without your authority in or through automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machines card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us;
- (o) any person to whom we or any of the member of the Group, are permitted or required to disclose to under the laws of any country;
- (p) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters
- (q) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions
- (r) any of your directors or Authorised Person(s).

#### **24. Inconsistency**

In the event of any inconsistency between these Terms and Conditions and the terms and conditions contained in the MMD application form, these Terms and Conditions will prevail.

#### **25. Single Agreement**

The Customer and the Bank agree that these Terms and Conditions, the MMD application form and the Confirmation Advice shall form and be construed as a single agreement.

#### **26. Compliance with Court Orders**

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

#### **27. Searches**

27.1 We may but are not obliged to conduct insolvency searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the placement of the MMD.

27.2 You consent to us carrying out such searches on you or your Authorised Person(s) to the extent permitted by the law.

#### **28. Data Protection**

28.1 If you are a corporation or organisation, you hereby confirm that you have explained or will explain to your Third Party Data Subjects that their Personal Data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.

28.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us 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.

28.3 In the event you provide Personal Data relating to Third Party Data Subject to us, for the purpose of depositing the MMD with us or otherwise subscribing to our products and services, you:

- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website [www.UOB.com.my](http://www.UOB.com.my);
- (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions and/or in instances where we are required to evidence the same;
- (c) have informed the said Third Party Data Subject:-
  - (i) that we may collect or verify their Personal Data with third party sources;
  - (ii) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
- (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
- (e) agree to update us in writing in the event of any material change to the said



- Personal Data; and
- (f) agree to our right to terminate these Terms and Conditions and close the Account should such consent be withdrawn by the said Third Party Data Subject.
- 28.4 Where you instruct us 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, such as any Third Party Data Subject) 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 us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.
- 28.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or account) to our merchants and strategic partners where your express prior consent has been obtained.
- 28.6 In the event that you choose not to receive or to cease receiving any direct marketing materials from us, you may complete the online form available at <https://forms.uob.com.my/eservices/business/tb-edm-unsubscribe/index.html> (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.
- 28.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your accounts and/or without imposing additional costs to you.
- 28.8 You and the Third Party Data Subject are entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store,
  - (b) for any information held or stored by us to be updated, amended and/or corrected;
  - (c) for us to limit the processing of the Personal Data held or stored by us; and
  - (d) to make an enquiry or complaint in respect of our processing of the Personal Data.

For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at [www.UOB.com.my](http://www.UOB.com.my).

You and/or the Third Party Data Subject may direct all requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

We may charge a fee for processing any request for access. We may also refuse to comply with any request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we

will inform you and the Third Party Data Subject of our refusal and reason for our refusal.

- 28.9 You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up to date.
- 28.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you are an individual, you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, accounts and/or facilities that is linked to such Personal Data.
- 28.11 We reserve the right to amend this Clause 28 from time to time and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 28.12 This Clause 28 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **29. Compliance with FATCA**

- 29.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- 29.2 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.

You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

- 29.3 You consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable non-disclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described

in this Clause 29, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 29.4 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- 29.5 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 29.6 To the fullest extent as may be permitted by law and unless it is due to our wilful misconduct or gross negligence,, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.
- 29.7 This Clause 29 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms and Conditions. This Clause 29 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

### **30. Notices and Communications**

- 30.1 Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-
- (a) delivered by hand to your address as stated in the application form or such other address last known to us;
  - (b) sent by post (registered, AR registered, ordinary or otherwise) your address as stated in the MMD application form or such other address last known to us;
  - (c) sent by facsimile transmission to the facsimile number last known to us;
  - (d) sent by electronic mail to the electronic mail address last known to us;
  - (e) communicated to you by posting on our website; or
  - (f) communicated to you by insertion in any Confirmation Advice which we send to you.
- 30.2 The said notice or communication will be deemed to have been received by you:-
- (a) at the time of delivery at your address, if delivered by hand;
  - (b) on the third (3rd) day (including the day of posting) from the date it is posted;
  - (c) at the time the facsimile transmission is completed;
  - (d) at the time the electronic mailing is completed;
  - (e) at the time of posting on our website; or
  - (f) at the time the Confirmation Advice is deemed to have been received by you.

30.3 We also reserve the right to serve on you any notice in connection with the MMD by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper.

30.4 Changes in contact details:-

- (a) You agree to notify us immediately on any changes of your correspondence, mailing or residential address and your contact information ("Information").
- (b) If you do not inform us of any change in the Information, you agree that we may rely on:-
  - (i) any address and/or contact information stated in the application form or as reflected in our records; or
  - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
- (c) Any failure by you to notify us of a change in the Information resulting in the delay or the non-delivery of any Confirmation Advice, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

### **31. Service of Legal Process**

31.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:

- (a) by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- (b) by sending a copy through prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.

### **32. Circumstances Beyond Our Control**

32.1 If we are unable:

- (a) to perform any of our obligations under these Terms and Conditions;
- (b) to carry out our usual business operations; or
- (c) to provide any service;

due to any reason beyond our control including, but not limited to:

- (i) any fire, earthquake, flood, lightning, tsunami, epidemic, natural disaster, accident, riot, civil disturbance, industrial dispute, act of terrorism, embargo, war or Act of God;
- (ii) any failure of or interruption to telecommunications, internet, electricity, water or fuel supply; or
- (iii) any circumstances in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing any of our obligations under these Terms and Conditions,

we will not be in any way liable for any failure to perform or for any inconvenience, loss, injury or damage which you may directly or indirectly suffer as a result of such failure to perform.

### **33. Indemnity**

- 33.1 In addition and without prejudice to any other of our right or remedy (at law or otherwise), to the fullest extent permitted by law, you will on demand indemnify us and hold us harmless from and against all losses, costs, charges and expenses whatsoever, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur due to:-
- (a) any failure by you to comply with any of these Terms and Conditions;
  - (b) us acting in accordance with your instructions or in any manner permitted under these Terms and Conditions;
  - (c) in the performance of our functions as banker for you including (but not limited to) as collecting a cheque, bill, note, draft, dividend warrant or other instrument presented for collection;
  - (d) in connection with our preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
  - (e) in connection with any action taken by any party against you or any account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the MMD services provided by us to you;
  - (f) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the MMD;
  - (g) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
  - (h) any change in any Applicable Laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
  - (i) any act or thing done or caused to be done by us in connection with the MMD or these Terms and Conditions;
  - (j) us relying and acting upon any instructions from you in good faith; and/or
  - (k) the occurrence of any Event of Default.
- 33.2 Our certification of the amount of the said loss or expenses will be conclusive and binding upon you unless there is any obvious mistake.

### **34. Waivers and Remedies**

- 34.1 We may waive compliance with any of these Terms and Conditions. Our failure to exercise or enforce any rights or provision under these Terms and Conditions nor any indulgence or concession extended to you will not affect or constitute as a waiver of such rights or provision at any future date.
- 34.2 Any single or partial exercise or enforcement of any such rights or provision shall not preclude any other or further exercise or enforcement or the exercise of any of our other rights. The rights or provision provided in these Terms and Conditions are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.

### **35. Severability**

If any part of these Terms and Conditions is determined to be illegal, invalid and unenforceable pursuant to any applicable law, then the illegal, invalid or unenforceable provision will be deemed severed and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired and will continue to be in full force and effect.

### **36. Cumulative Remedies**

The rights, remedies, powers, and privileges provided under these Terms and Conditions are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

### **37. Preservation of Right and Entitlement**

You agree that, regardless of what is stated anywhere else in these Terms and Conditions, our rights as stated in these Terms and Conditions will continue to remain in full force and effect and shall survive any termination or suspension of the MMD.

### **38. Change in Constitution**

The rights, liabilities and/or obligations created by these Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of our business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in our constitution, or of any company by which our business is carried on, and will be available to the company carrying on that business.

### **39. Assignability**

39.1 You may not assign any of your rights under these Terms and Conditions and under the MMD without our express written consent.

39.2 We may assign any or all of our rights under these Terms and Conditions and under the MMD to any person we deem fit.

### **40. Successor Bound**

40.1 These Terms and Conditions shall be binding upon your personal representative, your successors-in-title and our successors-in-title and assigns.

40.2 The obligations and liabilities of the depositor(s) shall continue to be valid and binding for all purposes even if there is any change by amalgamation, reconstruction or otherwise which may be made in our constitution or by any company by which our business may for the time being, be carried on and shall be available to the company carrying on the business for the time being.

### **41. Perbadanan Insurans Deposit Malaysia**

The deposits maintained by you in MMD are protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor, subject to the terms and conditions of PIDM, and a copy of the PIDM Brochure has been provided to you. UOBM is a member of PIDM.

### **42. Financial Crime Representations and Warranties**

42.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").



- 42.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-
- (a) exercise all our rights stated in Clause 11;
  - (b) close all accounts and terminate all services you have with us; and
  - (c) make reports and take such other actions as we may deem appropriate.
- 42.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 42.4 You represent and warrant that you and/or any Associated Party, or to your knowledge, any director, shareholder, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). You further represent and warrant that you, and to your knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

#### **43. Governing Law and Jurisdiction**

These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the suitability of venue, jurisdiction or any similar ground; and consent to service of Legal Process in any manner permitted by these Terms and Conditions and/or any Applicable Laws