

**APPLICATION FOR BANK GUARANTEE**

New                     
  Amendment                     
  Renewal  
 (Please indicate Bank Guarantee Ref No.:                      ) (Please indicate the Bank Guarantee (old) Ref. No.:                      )

To: **UNITED OVERSEAS BANK (MALAYSIA) BHD [199301017069 (271809K)] ("Bank")**

\_\_\_\_\_ **Branch**

1. Date of this Application (dd/mm/yy):	
2. Applicant (Full Name & Address) ("Applicant") :	3. Beneficiary (Full Name & Address) :
Contact Person (authorised to provide instruction to the Bank):	
Tel. No.:	Fax No.:
4. This Bank Guarantee is to be issued on behalf of (Full Name & Address):	
5. Amount of Bank Guarantee: Currency & Amount (In Figures):	
6. Mode of issue (select one only):  <input type="checkbox"/> by Tele-transmission and advise to beneficiary via Advising Bank (specify Advising Bank's name & details):  <input type="checkbox"/> by Printed Hardcopy	
7. Purpose of Bank Guarantee (brief description):	
8. Nature of Bank Guarantee: <input type="checkbox"/> Advance Payment Bond <input type="checkbox"/> Bid Bond <input type="checkbox"/> Performance Bond <input type="checkbox"/> Security Deposit Bond <input type="checkbox"/> Others (please specify) _____	
9. Period of Bank Guarantee (months/year) :  Commencement date of Bank Guarantee (dd/mm/yy) : Expiry date of Bank Guarantee (dd/mm/yy) :	
10. Claim Period (select one only) :  <input type="checkbox"/> Same as the Expiry Date stated in section 9 <input type="checkbox"/> _____ (dd/mm/yy)	11. Format of the Bank Guarantee (select one only) :  <input type="checkbox"/> Bank's approved format <input type="checkbox"/> Refer to format attached (subject to Bank's approval)
12. Other instruction (if any) :	

13. Charges/Commission/Payables

Please debit to my/our Account No

Others (please specify):

I/We irrevocably and unconditionally agree and undertake to be bound by the terms and conditions below.

**Terms and Conditions:**

1. We acknowledge and agree that the Bank is not under any obligation to issue the Bank Guarantee or to accept or effect any application or instruction which might, in the Bank's opinion, be contrary to any law, regulation, directive, sanction, or request of any jurisdiction, or if the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been, or will be, or may be committed. The Bank does not need to disclose the reason of such refusal nor any information in relation to the refusal to me/us, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, AND the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal. We further acknowledge and agree that when a demand or claim is made on the Bank Guarantee, the Bank is not under any obligation to notify us about the demand or claim before making payment to the beneficiary.
2. We irrevocably and unconditionally authorise the Bank to make payment under the Bank Guarantee upon its receipt of the demand by the beneficiary. To this, we confirm that where the effective date of the Bank Guarantee commences before the issuance date, there has been no claims during the period between the effective date and the issuance date. We also authorize the Bank to collect all fees, commission and other charges incurred or payable pertaining to this Application and the issuance of the Bank Guarantee together with taxes and levies in the manner stated in section 11 above.
3. This Application is subject to the terms and conditions of the Bank's Letter of Offer (if any) and the Master Indemnity for Bank Guarantee, Bond, Standby Letter of Credit, each as may be varied or supplemented from time to time. In the event of any inconsistency, the terms and conditions in this Application shall prevail.
4. We confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank as it may relate to the processing of our personal data. We further confirm that if we have provided any personal data of third party individuals, we have procured their consent to disclose their personal data to the Bank for the purpose of this Application and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.
5. I/We hereby declare that all information given in relation to this Application are true and correct and in full compliance with the applicable Foreign Exchange Policy Notices. I/We shall be fully responsible for any inaccurate, untrue or incomplete information provided to the Bank.
6. This Application shall be governed by the laws of Malaysia.

Applicant's Name:

Authorised Signatory's Signature(s)

Name of Authorised Signatory(ies):

Date: