



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

**GUARANTEE**

**GUARANTEE BY INDIVIDUAL(S)**

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

In consideration of You:-

- (a) having lent, agreeing to lend or continuing to lend moneys;
- (b) having made available, making available or continuing to make available banking facilities or other accommodation (referred to in this Guarantee as “Banking Facilities”); or
- (c) having granted, granting or continuing to grant time;

to

of

(who is referred to in this Guarantee as “the Customer”) at Our request, in any manner and for as long as You may at Your sole discretion consider fit, We hereby agree with You and guarantee You as follows:-

**1. PAYMENT ON DEMAND**

1.1 We will, on demand by You, pay to You all moneys and settle all liabilities owing to You by the Customer whether or not the moneys and the liabilities have actually become owing to You or have not yet become owing to You. Without limiting in any way what We are guaranteeing to pay to You, the moneys and liabilities owing to You can be:-

- 1.1.1 in any currency;
- 1.1.2 in respect of any account the Customer has with You regardless whether the account is held alone by the Customer or with any other person;
- 1.1.3 owing in connection with:-
  - (a) foreign exchange transactions;
  - (b) accepting, endorsing or discounting of any notes or bills; or
  - (c) any bond, guarantee, indemnity, documentary or other credit, or any instrument whatsoever which may be entered into by You for the Customer or at the request of the Customer;
- 1.1.4 interest due to You whether or not You have obtained judgment against Us and/or the Customer in a court of law and whether or not the Customer has ceased to be Your customer; and/or

1.1.5 commission, fees, charges, legal fees (including the legal fees and expenses of Your solicitors), and all other costs, charges and expenses which may be incurred by You:-

- (a) in relation to the Customer;
- (b) in enforcing or trying to enforce any security which You may hold; or
- (c) in getting or trying to get payment of all or any of the moneys and liabilities which We are now guaranteeing We will pay to You;

so that You will not have incurred any moneys whatsoever of Your own.

## **2. LIMIT OF GUARANTEE**

2.1 The total amount recoverable from Us under this Guarantee shall be limited to the principal sum of Ringgit Malaysia

(RM ) only or its equivalent in any currency You may choose as at the date of payment together with interest and the commission, fees, charges, legal fees (including the legal fees and expenses of Your solicitors), and all other costs, charges and expenses which may have been incurred by You as set out in Clause 1 of this Guarantee.

## **3. REPRESENTATIONS AND WARRANTIES**

3.1 To induce or to persuade You to accept this Guarantee from Us, We now give You the following representations, warranties and undertakings which are to continue for as long as this Guarantee is not terminated or satisfied in full:-

3.1.1 We have all the necessary power and capacity to enter into and perform and will perform Our obligations under this Guarantee; all necessary actions to enable Us to execute, deliver and perform Our obligations under this Guarantee have been taken and We have obtained and will maintain in full force and effect all necessary consents, licences and authorities; no limitation on Our power to give guarantees will be exceeded as a result of this Guarantee;

3.1.2 this Guarantee has been validly created and constitutes a valid and legally binding obligation on Us and is enforceable in accordance with its terms;

3.1.3 the creation of this Guarantee and the performance and observance of the obligations under this Guarantee do not and will not:-

- (a) contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which We are subject;
- (b) conflict with or result in any breach of any of the terms of or constitute a default under any agreement or other instrument to which We are a party or are subject or by which We or any of Our properties are bound; and

(c) result in the creation or imposition of or oblige Us to create any charge or other encumbrance on any of Our assets, rights or revenues;

3.1.4 We are not in default in respect of any material financial commitment or obligation including, but not limited to, any guarantee, indemnity, bond or other similar obligation; neither are We in breach of any agreement, arrangement or statutory or other legal requirement to an extent or in a manner which might have a material adverse effect on Our financial condition taken as a whole;

3.1.5 We are not involved in any action, suit, arbitration or proceeding; nor to Our knowledge is any such action, suit, arbitration or proceeding pending or threatened which has or could have a material adverse effect on Our financial condition taken as a whole; and

3.1.6 all information furnished to You and the Customer in connection with the Customer's application for the Banking Facilities with You do not contain any untrue statement or omit any fact the omission of which makes any statement made in the application, in the light of the circumstances under which they were made, misleading; We are not aware of any material facts or circumstances that have not been disclosed to You which might, if disclosed, adversely affect Your decision to grant the Banking Facilities to the Customer or to take this Guarantee from Us as security.

#### **4. CONTINUING SECURITY**

4.1 This Guarantee will not be considered as having been satisfied by any part, full or periodic payment of the moneys and liabilities owing to You by the Customer at any one point in time; instead this Guarantee is and will be a continuing security which covers the final amount owing to You by the Customer from time to time and in any manner whatsoever even if:-

4.1.1 We or the Customer dies, becomes insane, bankrupt or insolvent, undergoes liquidation, or is incapacitated in any other way;

4.1.2 You, We and/or the Customer, change Your, Our and/or the Customer's respective names and/or constitution;

4.1.3 any partner ceases to be a partner of the Customer or if any new partner joins the Customer; or

4.1.4 there has been full settlement of any account of the Customer;

this Guarantee will continue until three (3) months after You have received from Us a written notice to terminate this Guarantee. The notice from Us will not in any way affect Our obligations and liability to You under this Guarantee in respect of the moneys and the liabilities actually owing to You or not yet owing to You but which have been incurred before the end of the three (3) months. If this Guarantee is signed by more than one person, the notice must be signed by all of us.

## **5. GUARANTEE NOT TO AFFECT OTHER SECURITY**

5.1 This Guarantee:-

- 5.1.1 is in addition to;
- 5.1.2 will not merge with; and/or
- 5.1.3 will not in any way affect;

any other right, remedy, guarantee, indemnity or any other form of security whatsoever which You may hold or call upon now or at any time after this.

## **6. PAYMENTS IN GROSS**

6.1 All moneys received by You for the Customer's account, whether received:-

- 6.1.1 from the Customer or from any person;
- 6.1.2 from the realisation of any security held by You; or
- 6.1.3 for the purpose of reducing the amount of the moneys and liabilities owing to You;

may be treated by You as payments in gross, that is, You do not have to allocate any part of the moneys received by You towards the payment of any specific item of the moneys and liabilities owing to You even if that part of the moneys was meant for payment towards a specific item of such moneys and liabilities.

6.2 All securities held by You, whether at present or later, may be treated by You as security for all the moneys and liabilities whatsoever owing to You by the Customer. We will not make or try to make any claim whatsoever on those securities, any part of those securities, or any interest in those securities, unless and until We have paid to You all the moneys and settled with You all the liabilities which We have guaranteed to You under this Guarantee and unless and until You have been paid in full in respect of all the moneys and liabilities owing to You.

## **7. SUSPENSE ACCOUNT**

7.1 You may, without being obliged to do so and whether or not the Customer has become bankrupt or insolvent, place any moneys received by You under this Guarantee in a non-interest bearing suspense account for so long as You deem fit without having to apply those moneys or any part of them towards the payment of any moneys or liabilities owing to You by the Customer.

## **8. PROOF OF DEBT**

8.1 If the Customer becomes bankrupt or insolvent or if the Customer is wound-up or liquidated, You may file proof of debt in the bankruptcy, insolvency, winding-up or liquidation of the Customer for the whole amount of the moneys and liabilities owing to You by the Customer; specifically, You may exclude Our rights to be subrogated to You in respect of any payments which We may have made to You

under this Guarantee and any money whatsoever received by You as a result of Your proof of debt in the bankruptcy, insolvency, winding-up or liquidation of the Customer will not be treated as having been received under this Guarantee or to reduce Our liability to You under this Guarantee in any way.

- 8.2 The full amount guaranteed by Us under this Guarantee remains payable by Us until You have received from all sources the full amount of the moneys and liabilities owing to You by the Customer. After You have received such full amount, any claim which We may have to any balance or to any security still remaining with You will be a matter of adjustment amongst You, Us and any other person having any claim to such balance or security.

## **9. CONTINUATION OF ACCOUNT**

- 9.1 Even if there is a notice of termination or even if this Guarantee is no longer continuing for any reason whatsoever, You may continue any account of the Customer or open one or more new accounts for the Customer and Our liability under this Guarantee will not in any way be reduced or affected by any receipts into or payments out of any such account.

## **10. MODIFICATION AND INDULGENCE**

- 10.1 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:-
- 10.1.1 any termination of or increase or variation to any credit to the Customer whether or not You have given Us any prior notice or obtained Our prior consent;
  - 10.1.2 any security whatsoever, including other guarantees, which You may now or at any time after this hold in respect of the Customer 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;
  - 10.1.3 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 Customer;
  - 10.1.4 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;
  - 10.1.5 any extension of time, concession, waiver or other indulgence given to the Customer and/or to 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;
  - 10.1.6 any failure by You to enforce any of Your rights, whether intentionally or unintentionally, against the Customer 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;

- 10.1.7 any compromise, composition or arrangement which You may make with the Customer 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;
- 10.1.8 the continuing and/or the opening and operation of any other account whatsoever with the Customer at any of Your offices or branches;
- 10.1.9 the granting of any other banking facility whatsoever to the Customer and/or the variation of any Banking Facility granted to the Customer including, but not limited to, replacing, adding to, increasing or reducing such Banking Facility in any way whatsoever; or
- 10.1.10 any release or discharge given to any one or more co-guarantors, including one 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. CONCURRENT PROCEEDINGS**

- 11.1 You are free to require Us to make payment to You of any moneys owing to You by the Customer without having taken any proceedings to enforce such payment by the Customer. You are also free, but have no obligation:-
  - 11.1.1 to resort to any other means of payment for Your own benefit and in any order as You think fit without Our liability to You under this Guarantee being reduced in any way; and
  - 11.1.2 to enforce this Guarantee against Us for the payment of whatever moneys are still owing to You by the Customer at any time whether or not You have resorted to other means of payment.

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

- 12.1 For as long as there are any moneys whatsoever still owing to You by the Customer:-
  - 12.1.1 You have the right, if an event of default has occurred or if You are making a demand on Us for those moneys, to immediately combine or merge Our liabilities to You under this Guarantee with all or any of the accounts We may have with You without giving Us any prior notice;
  - 12.1.2 You may also, after giving Us seven (7) days' notice, set-off or transfer any moneys standing to the credit of all or any of the accounts We may have with You in or towards the satisfaction of any of Our liabilities to You under this Guarantee whether such liabilities are current, future, actual, contingent, primary, collateral, several or joint in nature; if any moneys standing to the credit of those accounts is not in the same currency as Our liabilities, You have the right at any time to convert those moneys to the currency of Our liabilities at Your spot rate of exchange, as at the time You exercise this right, which We will not challenge in any way;
  - 12.1.3 any moneys standing to the credit of all or any of the accounts We may have with You will not be repayable to Us without Your prior consent;

- 12.1.4 You will have a lien, that is, a prior right, on all Our Assets, that is, Our properties, assets, stocks, shares or securities which may be in Your possession or which may be held by You for safe custody or any other reason from time to time;
- 12.1.5 if We do not fully settle Our liabilities to You under this Guarantee after You have made demand on Us, You will have the right, without Our consent and without having to give Us any notice, to dispose of Our Assets in any way, at any time, in any manner, upon any terms and conditions, and for any price as You may in Your sole discretion think fit without having to be responsible to Us for that price; if You do dispose of Our Assets, You will have the right to apply the proceeds of the disposal towards the settlement of the costs incurred in the disposal and the settlement of Our liabilities under this Guarantee; if such proceeds are not enough to fully settle Our liabilities under this Guarantee, We agree to immediately make good the difference; and
- 12.1.6 if You require Us to do so, We agree to execute and sign all transfers and other documents and to do all other things which may be necessary:-
- (a) for registering or vesting Our Assets in Your name or the name of Your nominee; and/or
  - (b) for the disposal of Our Assets if You exercise Your right to dispose of Our Assets.

### **13. CERTIFICATE**

- 13.1 Any certificate or statement issued by You showing the outstanding amount due and owing to You from the Customer will be conclusive proof against Us as to the outstanding amount due and owing to You from the Customer; this certificate or statement will be binding on Us for all purposes whatsoever including for the purposes of any legal proceedings.

### **14. NOTICES**

- 14.1 We will notify You in writing of any change in Our address, facsimile number, electronic mail address or mobile phone number.
- 14.2 Any demand for payment or any other demand or notice under this Guarantee may be made by Your manager or any of Your officers or by any person or firm acting as Your solicitor or solicitors and may be:-
- 14.2.1 delivered by hand to Our address as stated in this Guarantee or such other address last known to You;
  - 14.2.2 sent by pre-paid ordinary post to Our address as stated in this Guarantee or such other address last known to You;
  - 14.2.3 sent by facsimile transmission to Our facsimile number last known to You;
  - 14.2.4 sent by electronic mail to Our electronic mail address last known to You;



- 14.2.5 sent by short message system (SMS) to Our mobile phone number last known to You;
  - 14.2.6 given by posting on Your website; or
  - 14.2.7 given by advertisement in a newspaper generally circulated in Malaysia.
- 14.3 Anything whatsoever that You send or give to Us will be deemed to have been received by or given to Us, that is, regardless of whether We have actually received whatever You sent or gave:-
- 14.3.1 at the time of delivery at Our address, if delivered by hand;
  - 14.3.2 forty-eight (48) hours after posting, if sent by pre-paid ordinary post and if You can show that whatever You sent was properly posted and correctly addressed to Us;
  - 14.3.3 at the time the facsimile transmission is completed;
  - 14.3.4 at the time the electronic mailing is completed;
  - 14.3.5 at the time the sending by short message system (SMS) is completed;
  - 14.3.6 at the time of posting on Your website; or
  - 14.3.7 on the date of the publication of the advertisement in the newspaper.
- 14.4 Your rights under this Guarantee are not to 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.

**15. CHANGE IN CONSTITUTION OF CUSTOMER / GUARANTOR**

- 15.1 This Guarantee will not be terminated or affected in any way by any change in the Customer 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.

**16. CHANGE IN YOUR CONSTITUTION**

- 16.1 This Guarantee will not be terminated or affected in any way by 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.

- 16.2 It is Our express intention that this Guarantee will 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 instead of or in addition to You.

## **17. NON-COMPETITION**

- 17.1 For as long as there are any moneys whatsoever still owing to You by the Customer (even if there has been payment to You of any dividend in any bankruptcy or liquidation proceedings or under any compromise or arrangement), We agree:-

17.1.1 not to enforce any right of indemnity, recovery, counter-claim or set-off which We may have against the Customer or any co-guarantor for any reason whatsoever;

17.1.2 not to demand, accept, negotiate, assign, charge or dispose of in any way any moneys, obligations or liabilities which may now or at any time after the date of this Guarantee be due or owing to Us from the Customer or any co-guarantor;

17.1.3 not to demand, accept, negotiate, assign, charge or dispose of in any way any promissory note, bill of exchange, guarantee, indemnity, mortgage, charge or any other security from the Customer or any co-guarantor;

17.1.4 not to claim or prove in competition with You in the bankruptcy or liquidation of the Customer or any co-guarantor;

17.1.5 not to accept or receive the benefit of or share in any payment or composition resulting from the bankruptcy or liquidation of the Customer or any co-guarantor;

17.1.6 not to accept or receive the benefit of or share in any other guarantee, indemnity or security which may now or after the date of this Guarantee be held by You in respect of any moneys, obligations or liabilities owed to You by the Customer; and

17.1.7 that, if We do receive any payment, promissory note, bill of exchange, guarantee, indemnity, mortgage, charge or any other security or benefit or if We do enforce any right of indemnity, recovery, counter-claim or set-off which We may have against the Customer or any co-guarantor in breach of this Guarantee, anything that We receive and any benefit that We may directly or indirectly obtain will be held in trust by Us for you as a continuing security for Our liability to You under this Guarantee.

## **18. OUTSTANDING BILLS**

- 18.1 You may enforce this Guarantee against Us at any time even if any bills or other instruments covered by this Guarantee may be in circulation or are still

outstanding; You may at Your sole discretion include the amount of any such bills or other instruments in the total amount owing to You by the Customer and this Guarantee will not be capable of being terminated by Us unless and until We have made full provision up to the limit of this Guarantee for any outstanding moneys, liabilities or obligations owing to You by the Customer at any point in time.

**19. PRINCIPAL DEBTOR**

19.1 Although, as between Us and the Customer, We are sureties, that is, persons who have agreed to be responsible for the liabilities and obligations of the Customer, 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 moneys, liabilities and obligations guaranteed by this Guarantee. We therefore also agree that Our liability under this Guarantee shall not be discharged or affected in any way whatsoever by anything whatsoever which would not discharge Our liability if We had in fact been the principal debtors.

**20. LACK OF POWER / CAPACITY**

20.1 Independently of anything contained in this Guarantee, and as a separate promise to You, We agree that any moneys which You may not be able to recover from Us on the basis of this Guarantee because of:-

20.1.1 any defect in, or any lack of authority or powers of, the Customer;

20.1.2 any wrongful or improper exercise of the powers of the Customer;

20.1.3 any lack of authority by any person claiming to act on behalf of the Customer;

20.1.4 any legal or other limitation, disability or incapacity on the part of the Customer; or

20.1.5 any other fact or circumstance whether known to You or not;

will still be capable of being recovered from Us as Your only or principal debtor and will be paid by Us on demand. We now give to You Our unconditional undertaking to indemnify You in full and to keep you fully indemnified against all loss, damage, liabilities, costs and expenses whatsoever which You may suffer or incur as a result of or arising from the Banking Facilities which You are now, or at any time later, granting to the Customer; We agree We will not revoke or recall this undertaking of Ours under any circumstances.

**21. PAYMENTS TO BE FREE FROM TAXES**

21.1 All moneys payable by Us under this Guarantee will be paid to You in full free of any present or future taxes, levies, duties, charges or fees of any kind and without any set-off or counterclaim or any restriction, condition or deduction whatsoever.

21.2 If We are obliged by law to make any deduction or withholding, We will immediately pay to You such additional amount as will result in the net amount

received by You being equal to the full amount which would have been receivable had there been no deduction or withholding; such additional amount paid by Us is not to be treated as interest but as agreed compensation.

## **22. CURRENCY INDEMNITY**

- 22.1 If for any reason whatsoever any moneys or liabilities due or owing by the Customer or Us to You are denominated in a currency other than Ringgit Malaysia, You may at any time and from time to time, for the purpose of denominating Our liabilities under this Guarantee in Ringgit Malaysia, convert such moneys or liabilities of the Customer or Ours into Ringgit Malaysia at your spot rate of exchange, as at the date of actual payment by Us, which We will not challenge in any way and We agree to indemnify You in respect of the full Ringgit Malaysia sum, including all costs, charges and expenses.
- 22.2 No payment to You, whether paid under any judgment, court order or any other circumstance, shall discharge Our liabilities to You under this Guarantee unless and until You have received payment in full in the currency in which the moneys or liabilities owing by the Customer to You are denominated; if the amount of such payment, upon being converted into such currency, should fall short of such moneys or liabilities expressed in that currency, You will have a separate cause of action against Us and will be entitled to enforce this Guarantee to recover the amount of the shortfall.

## **23. JOINT AND SEVERAL LIABILITY**

- 23.1 If this Guarantee is signed by more than one person, any liability arising under this Guarantee shall be deemed to be the joint and several liability of such persons.
- 23.2 You are free to release or discharge any one or more of such persons from liability under this Guarantee or to compound with, accept compositions from or make any other arrangements with any such persons without releasing or discharging any other party to this Guarantee or otherwise prejudicing or affecting Your rights and remedies against any such other party. This Guarantee will not be terminated or affected in any way by the death of any one or more of such persons but in the event of any such death the notice of termination referred to in Clause 4.1 of this Guarantee is to be given jointly by the survivor or survivors of such persons and the personal representatives of any person who has died.

## **24. COUNTERPARTS**

- 24.1 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.

## **25. WAIVER**

- 25.1 No delay or omission on Your part in exercising any right, power, privilege or remedy in respect of this Guarantee will in any way weaken or damage such right, power, privilege or remedy or be construed as a waiver of it; neither will any

single or partial exercise of any such right, power, privilege or remedy stop You from any further exercise of it or the exercise of any other right, power, privilege or remedy.

**26. RIGHTS CUMULATIVE**

- 26.1 The rights, powers, privileges and remedies provided in this Guarantee are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

**27. EXERCISE OF AUTHORITY**

- 27.1 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.

**28. DISCLOSURE OF INFORMATION**

- 28.1 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 may 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:

28.1.1 any one or more members of the Group for any of the following purposes:

- (a) providing Us or the Customer with banking services;
- (b) reporting;
- (c) data matching;
- (d) improving and furthering the provision of other services by You;
- (e) fraud or crime prevention;
- (f) investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
- (g) debt collection;
- (h) outsourcing Your operations;
- (i) performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
- (j) facilitating the performance of Your or any member of the Group's functions;
- (k) compliance with the Group's policies, guidelines, directives or requirements;

- (l) corporate exercise;
  - (m) any legal process initiated by or served on You;
- 28.1.2 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;
  - 28.1.3 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;
  - 28.1.4 the police or any public officer conducting an investigation in connection with any offence including suspected offences;
  - 28.1.5 credit card companies and financial institutions in connection with credit card enquiries;
  - 28.1.6 other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
  - 28.1.7 Your auditors, solicitors, and professional advisors;
  - 28.1.8 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;
  - 28.1.9 any receiver appointed by You or by any other party;
  - 28.1.10 any credit bureau of which You are a member, and any other members and/or compliance committee of such credit bureau;
  - 28.1.11 any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
  - 28.1.12 any actual or potential participant or sub-participant in relation to any of Your obligations under any banking agreement between You and the Customer or Us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
  - 28.1.13 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;
  - 28.1.14 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over You or any member of the Group;
  - 28.1.15 any person to whom You, or any member of the Group, are permitted or required to disclose to under the laws of any country;

- 28.1.16 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);
- 28.1.17 any person intending to settle any moneys outstanding under the Banking Facilities;
- 28.1.18 any person connected to the enforcement or preservation of any of Your rights under this Guarantee;
- 28.1.19 the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over You; and
- 28.1.20 any person who has given You any security for the Banking Facilities.

## **29. COMPLIANCE WITH COURT ORDERS**

- 29.1 You and the Group can act in any way You see 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 for any loss or damage in connection with Your actions.

## **30. DATA PROTECTION**

- 30.1 We agree that the Group is permitted to process Our Personal Data. For the purpose of this Guarantee, the term “process”, “processing”, and “processed” shall include but not limited to, collecting, recording, holding, storing or using.
- 30.2 “Personal Data” may include, but is not limited to, Our name, date of birth, identification card (NRIC), sex, marital status, race, current residential address, home number, office number, mobile number, email address, credit card details, name of employer, name of business owned by Us, occupation, mother’s maiden name, highest educational qualification, annual income, Our user ID and password for internet banking, the information contained in any accounts We may have with You either singly or jointly with any other person and/or any other information which You may receive in relation to any accounts We may have with You either singly or jointly with any other person.
- 30.3 The purpose in which You collect the Personal Data (“Purpose”) include the following:-
  - (a) to process Our applications for any banking products and services;
  - (b) to enable You to consider whether to provide or continue to provide to Us any banking products and services;
  - (c) to provide Us with banking services;
  - (d) for data processing or reporting purposes;
  - (e) to respond to any inquiries or complaints from Us;

- (f) to promote, improve and further the provision of other services by You or any member of the Group to Us;
  - (g) for debt collection purposes;
  - (h) for enforcement of Your rights and obligations under the Security Documents;
  - (i) to comply with any legal and/or regulatory requirements;
  - (j) for processing Our instructions and generating any correspondences, confirmation, advices and/or Statement of Account;
  - (k) to ensure that the information in Your “Customer Due Diligence” records are accurate; or
  - (l) for any direct marketing of Your banking and/or insurance products and services.
- 30.4 Our Personal Data was collected from the information We have provided You in the application form and any other document provided in relation to the Purpose.
- 30.5 It is obligatory that We provide You with the Personal Data You request from Us. If We fail to provide You with Our Personal Data, You may not be able to process and/or disclose Our Personal Data in relation to the Purpose.
- 30.6 We agree and consent that You may transfer the Personal Data outside of Malaysia. Other countries may not provide the same level of protection for data as compared to 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.
- 30.7 We are entitled to request in writing:-
- (a) for any information in relation to Our Personal Data that You hold or store, upon payment of a prescribed fee;
  - (b) for any information held or stored by You to be updated, amended and/or corrected;
  - (c) for You to limit the processing of Our Personal Data held or stored by You; and
  - (d) to make an enquiry or complaint in respect of Your processing of Our Personal Data.

We may direct Our request to the servicing branch at which the Banking Facilities will be serviced.

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 (a) or (b) 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.



- 30.8 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.
- 30.9 If We subsequently withdraw Our consent to process Our Personal Data (other than for direct marketing purposes), You will not be able to process and/or disclose Our Personal Data in relation to the Purpose.
- 30.10 We may choose not to receive any direct marketing materials about Your services and products. We must write to the servicing branch at which the Banking Facilities will be serviced or such other address notified by You with Our request and You will delete Our name from Your direct marketing mailing lists.

### **31. GOVERNING LAW**

- 31.1 This Guarantee is to be governed by and interpreted in accordance with the laws of Malaysia and We unconditionally and irrevocably:
- 31.1.1 agree that any dispute involving this Guarantee may be submitted to the courts of law within and outside of Malaysia;
- 31.1.2 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; and
- 31.1.3 consent to the service on Us of any demand or notice from You and of any court documents by registered mail or by any other manner allowed by the relevant laws.

### **32. NON-SIGNING OF GUARANTEE**

- 32.1 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.

### **33. AVOIDANCE OF SECURITY**

- 33.1 No assurance, security or payment which may be avoided under Sections 293 or 294 of the Companies Act 1965 (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.

**34. SEVERABILITY**

- 34.1 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.

**35. BINDING ON HEIRS**

- 35.1 This Guarantee will be binding on Our respective heirs, personal representatives and successors in title (as the case may be).

**36. DEFINITIONS AND INTERPRETATION**

- 36.1 In this Guarantee, unless there is something in the subject or context inconsistent with such construction or unless it is expressly provided otherwise:
- 36.1.1 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;
  - 36.1.2 words importing the masculine gender include feminine and neuter genders and vice versa;
  - 36.1.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
  - 36.1.4 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;
  - 36.1.5 "Authorised Persons" means any person We authorise (either alone or collectively), and approved by You, 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;
  - 36.1.6 "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;
  - 36.1.7 "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

36.1.8 “You / Yours” means and refers to United Overseas Bank (Malaysia) Bhd (Company No. 271809 K).

**37. OWNERSHIP OF GUARANTEE**

37.1 This Guarantee is to remain Your property at all times.

- End of Page -

**NOTICE TO GUARANTORS**

1. By signing this document, you may be liable instead of or as well as the Customer for all moneys due and owing by the Customer to UNITED OVERSEAS BANK (MALAYSIA) BHD. from time to time.
2. You are advised to seek independent legal advice before signing this document.

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

SIGNED BY:-

WITNESSED BY:-

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

**NOTICE TO GUARANTORS**

1. By signing this document, you may be liable instead of or as well as the Customer for all moneys due and owing by the Customer to us, UNITED OVERSEAS BANK (MALAYSIA) BHD. from time to time.
2. You are advised to seek independent legal advice before signing this document.

Dated the                      day of

SIGNED BY:-

WITNESSED BY:-

.....  
Name            :  
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