



**UNITED OVERSEAS BANK (MALAYSIA) BHD.**  
(Company No. 199301017069 (271809-K))

**INDEMNITY BY PARTNERS**

## INDEMNITY BY PARTNERS

TO : UNITED OVERSEAS BANK (MALAYSIA) BHD.  
(Company No. 199301017069 (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 Indemnity as **"Banking Facilities"**); or
- (c) having granted, granting or continuing to grant time;

to

of

(who is referred to in this Indemnity 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 as follows:-

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Indemnity, unless there is something in the subject or context inconsistent with such construction or unless it is expressly provided otherwise:-

- 1.1.1 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 Indemnity is signed by only one person, "We", "Us", "Our" and "Ours" are to be read as "I", "me", "my" and "mine" respectively;
- 1.1.2 words importing the masculine gender include feminine and neuter genders and vice versa;
- 1.1.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
- 1.1.4 the headings to the Clauses of this Indemnity are for ease of reference only and should not be taken into account when interpreting anything in this Indemnity;
- 1.1.5 **"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;

- 1.1.6 **“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;
- 1.1.7 **“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 2016 and the Bankruptcy Act 1967 and the National Land Code (Revised) 2020;
- 1.1.8 **“Letter of Offer”** means the letter(s) of offer issued by You and accepted by the Customer from time to time by which You agreed to grant and the Customer agreed to accept the Banking Facilities, including any amendments, additions, supplements, or substitutions thereto;
- 1.1.9 **“Liabilities”** means all moneys, obligations and liabilities in any currency whatsoever, whether actual or dependent on some event, now or at any time in the future, which are owing to You or to any of Your branches in Malaysia or elsewhere by the Customer whether singly or jointly and severally with any other person and in whatever style, name or form and whether as principal or surety, together with interest (both before and after any demand or judgment and regardless whether the banker-customer relationship between You and the Customer and/or Us has ceased or been terminated) up to the date of payment at such rates and compounded at such periodical rests as You may specify from time to time, commissions, fees and other charges and all legal and other costs charges and expenses incurred by You in relation to the Customer and/or Us on a full indemnity basis;
- 1.1.10 **“Security Interest”** means any mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or security interest or other encumbrance whatsoever or other security arrangement or agreement or any right conferring a priority of payment howsoever created or arising;
- 1.1.11 **“We / Our / Ours /Us”** means and refers to the person or persons signing this Indemnity; if this Indemnity 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;
- 1.1.12 **“You / Yours”** means and refers to United Overseas Bank (Malaysia) Bhd. (Company No. 199301017069 (271809-K)); and
- 1.1.11 references to Liabilities include any part of them.

## 2. UNDERTAKING TO INDEMNIFY

- 2.1 We undertake to indemnify You and to keep You fully and completely indemnified at all times in respect of the Liabilities.

### **3. PAYMENT ON DEMAND**

3.1 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 the Indemnity We are giving to You now, the moneys and liabilities owing to You can be:-

3.1.1 in any currency;

3.1.2 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;

3.1.3 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;

3.1.4 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

3.1.5 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 in respect of which We are now giving You this Indemnity;

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

### **4. PAYMENTS IN GROSS**

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

4.1.1 from the Customer or from any person;

4.1.2 from the realisation of any security held by You; or

4.1.3 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.

- 4.2 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 in respect of which We are now giving You this Indemnity and unless and until You have been paid in full in respect of all the moneys and liabilities owing to You.

## **5. SUSPENSE ACCOUNT**

- 5.1 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 Indemnity 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.

## **6. CONTINUING SECURITY**

- 6.1 This Indemnity 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 Indemnity 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:-

- 6.1.1 We or the Customer dies, becomes insane, bankrupt or insolvent, undergoes liquidation, or is incapacitated in any other way;
- 6.1.2 You, We and/or the Customer, change Your, Our and/or the Customer's respective names and/or constitution;
- 6.1.3 any partner ceases to be a partner of the Customer or if any new partner joins the Customer; or
- 6.1.4 there has been full settlement of any account of the Customer;

this Indemnity will continue until ninety (90) days after You have received from Us a written notice to terminate this Indemnity. The notice from Us will not in any way affect Our obligations and liability to You under this Indemnity 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 ninety (90) days. If this Indemnity is signed by more than one person, the notice must be signed by all of Us.

## **7. INDEMNITY NOT TO AFFECT OTHER SECURITY**

- 7.1 This Indemnity:-
- 7.1.1 is in addition to;

7.1.2 will not merge with; and/or

7.1.3 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.

## **8. CONTINUATION OF ACCOUNT**

8.1 Even if there is a notice of termination or even if this Indemnity 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 Indemnity will not in any way be reduced or affected by any receipts into or payments out of any such account.

## **9. CONCURRENT PROCEEDINGS**

9.1 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:-

9.1.1 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 Indemnity being reduced in any way; and

9.1.2 to enforce this Indemnity 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.

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

10.1 For as long as there are any moneys whatsoever still owing to You by the Customer:-

10.1.1 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 Indemnity with all or any of the accounts We may have with You without giving Us any prior notice;

10.1.2 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 Indemnity 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;

10.1.3 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;

- 10.1.4 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;
- 10.1.5 if We do not fully settle Our liabilities to You under this Indemnity 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 Indemnity; if such proceeds are not enough to fully settle Our liabilities under this Indemnity, We agree to immediately make good the difference; and
- 10.1.6 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.

## **11. CERTIFICATE**

- 11.1 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, save for manifest error (for example, fraudulent entries).

## **12. NOTICES**

- 12.1 We will notify You in writing of any change in Our address, facsimile number, electronic mail address or mobile phone number.
- 12.2 Any demand for payment or any other demand or notice under this Indemnity 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:-
- 12.2.1 delivered by hand to Our address last known to You;
  - 12.2.2 sent by pre-paid ordinary post to Our address last known to You;
  - 12.2.3 sent by facsimile transmission to Our facsimile number last known to You;
  - 12.2.4 sent by electronic mail to Our electronic mail address last known to You;
  - 12.2.5 sent by short message system (SMS) to Our mobile phone number last known to You;

12.2.6 given by posting on Your website; or

12.2.7 given by advertisement in a newspaper generally circulated in Malaysia.

12.3 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:-

12.3.1 at the time of delivery at Our address last known to You, if delivered by hand;

12.3.2 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 at Our address last known to You;

12.3.3 at the time the facsimile transmission is completed;

12.3.4 at the time the electronic mailing is completed;

12.3.5 at the time the sending by short message system (SMS) is completed;

12.3.6 at the time of posting on Your website; or

12.3.7 on the date of the publication of the advertisement in the newspaper.

12.4 Your rights under this Indemnity 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.

### **13. CHANGE IN OUR CONSTITUTION / CONSTITUTION OF CUSTOMER**

13.1 This Indemnity will not be terminated or affected in any way by any change in the Customer or the person or persons signing this Indemnity, 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 Indemnity 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 indemnified by Us under this Indemnity.

### **14. CHANGE IN YOUR CONSTITUTION**

14.1 This Indemnity 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.



- 14.2 It is Our express intention that this Indemnity 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 Indemnity may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Indemnity instead of or in addition to You.

## **15. MODIFICATION AND INDULGENCE**

- 15.1 This Indemnity will not be affected in any way and We will not be released or excused from any of Our liabilities or obligations under this Indemnity by any of the following:-

- 15.1.1 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;
- 15.1.2 any security whatsoever 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 and whether or not the moneys are secured by this Indemnity;
- 15.1.3 any variation, exchange, renewal, release or modification of any security whatsoever which You may now or at any time after this hold in respect of the Customer;
- 15.1.4 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;
- 15.1.5 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;
- 15.1.6 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;
- 15.1.7 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;
- 15.1.8 the continuing and/or the opening and operation of any other account whatsoever with the Customer and/or with Us at any of Your offices or branches;
- 15.1.9 the granting of any other banking facility whatsoever to the Customer and/or to Us and/or the variation in any way of any Banking Facility granted to the Customer and/or to Us including, but not limited to, any variation to the terms and conditions governing such Banking Facility and the replacement, conversion, interchanging, reinstatement, adding to, increase or reduction of such Banking Facility in any way whatsoever;

- 15.1.10 any release or discharge given to any one or more persons giving You any security whatsoever, including one of Us if this Indemnity is signed by more than one person, whether or not You have given notice to Us or obtained Our consent;
- 15.1.11 the renewal of any bills, notes or other negotiable securities;
- 15.1.12 the acceptance of any early or part-payment towards settlement of the Liabilities or payment of any moneys due or becoming due under this Indemnity by such increased or reduced instalments as may be agreed or as may be requested by Us, the Customer and/or any third party;
- 15.1.13 any agreement to suspend payments to reduce any principal sum owing; and
- 15.1.14 any recourse to any remedy or means for recovering the moneys secured by this Indemnity which may be available to You.

## **16. PAYMENTS TO BE FREE FROM TAXES**

- 16.1 All moneys payable by Us under this Indemnity 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.
- 16.2 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.

## **17. CURRENCY INDEMNITY**

- 17.1 If for any reason whatsoever any moneys or liabilities due or owing by the Customer 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 Indemnity in Ringgit Malaysia, convert such moneys or liabilities of the Customer 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.
- 17.2 No payment to You, whether paid under any judgment, court order or any other circumstance, shall discharge Our liabilities to You under this Indemnity 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 Indemnity to recover the amount of the shortfall.

## **18. REPRESENTATIONS AND WARRANTIES**

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

18.1.1 We have all the necessary power and capacity to enter into and perform and will perform Our obligations under this Indemnity; all necessary actions to enable Us to execute, deliver and perform Our obligations under this Indemnity 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 indemnities will be exceeded as a result of this Indemnity;

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

18.1.3 the creation of this Indemnity and the performance and observance of the obligations under this Indemnity 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;

18.1.4 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;

18.1.5 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

18.1.6 all information furnished to You 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 Indemnity from Us as security.

**19. JOINT AND SEVERAL LIABILITY**

- 19.1 If this Indemnity is signed by more than one person, any liability arising under this Indemnity shall be deemed to be the joint and several liability of such persons.
- 19.2 You are free to release or discharge any one or more of such persons from liability under this Indemnity 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 Indemnity or otherwise prejudicing or affecting Your rights and remedies against any such other party. This Indemnity 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 6.1 of this Indemnity is to be given jointly by the survivor or survivors of such persons and the personal representatives of any person who has died.

**20. COUNTERPARTS**

- 20.1 This Indemnity 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.

**21. WAIVER**

- 21.1 No delay or omission on Your part in exercising any right, power, privilege or remedy in respect of this Indemnity 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.

**22. RIGHTS CUMULATIVE**

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

**23. EXERCISE OF AUTHORITY**

- 23.1 Nothing done or omitted by You in accordance with any authority, discretion or permission given to You in this Indemnity will reduce, affect or discharge Our liabilities under this Indemnity.

**24. DISCLOSURE OF INFORMATION**

- 24.1 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:-

24.1.1 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 the 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;
- 24.1.2 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;
- 24.1.3 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;
- 24.1.4 the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- 24.1.5 credit card companies and financial institutions in connection with credit card enquiries;
- 24.1.6 other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- 24.1.7 Your auditors, solicitors, and professional advisors;
- 24.1.8 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;
- 24.1.9 any receiver appointed by You or by any other party;

- 24.1.10 any credit bureau of which You are a member, and any other members and/or compliance committee of such credit bureau;
- 24.1.11 any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- 24.1.12 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;
- 24.1.13 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;
- 24.1.14 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over You or any member of the Group;
- 24.1.15 any person to whom You, or any member of the Group, are permitted or required to disclose for the purposes of complying with the disclosure requirements of any law, regulation, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities of any country;
- 24.1.16 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);
- 24.1.17 any person intending to settle any moneys outstanding under the Banking Facilities;
- 24.1.18 any person connected to the enforcement or preservation of any of Your rights under this Indemnity;
- 24.1.19 the Central Credit Bureau or any other authority or body established by the Central Bank of Malaysia (Bank Negara Malaysia) or any other authority having jurisdiction over You; and
- 24.1.20 any person who has given You any security for the Banking Facilities.

## **25. COMPLIANCE WITH COURT ORDERS**

- 25.1 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.

## **26. GOVERNING LAW**

- 26.1 This Indemnity is to be governed by and interpreted in accordance with the laws of Malaysia and We unconditionally and irrevocably:-

- 26.1.1 agree that any dispute involving this Indemnity may be submitted to the courts of law within and outside of Malaysia;
- 26.1.2 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
- 26.1.3 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.

## **27. NON-SIGNING OF INDEMNITY**

- 27.1 This Indemnity is to be signed by all the persons who are the present partners of the Customer. If any one or more of those persons does not sign or, having signed, is not bound by this Indemnity for any reason whatsoever, the remaining person or persons who have signed will continue to be bound by this Indemnity as if the person or persons who did not sign or are not bound by this Indemnity had never been a party to this Indemnity or had not been required to sign this Indemnity at all.

## **28. AVOIDANCE OF SECURITY**

- 28.1 No assurance, security or payment which may be avoided by any provisions of the Insolvency 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 Indemnity as if such assurance, security, payment, release, settlement or discharge (as the case may be) had never been guaranteed, given or made.

## **29. SEVERABILITY**

- 29.1 If any of the provisions of this Indemnity is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Indemnity; the remainder of this Indemnity is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

## **30. BINDING ON HEIRS**

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

## **31. OWNERSHIP OF INDEMNITY**

- 31.1 This Indemnity is to remain Your property at all times.

**32. DATA PROTECTION**

- 32.1 We hereby confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by You (which is available at Your branches as well as at Your website at [www.uob.com.my](http://www.uob.com.my) and the clauses in this Indemnity as may relate to the processing of Our Personal Data. For the avoidance of doubt, We agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Indemnity.
- 32.2 We agree and consent that You may transfer the Personal Data outside of 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.
- 32.3 In the event We provide Personal Data relating to third parties, including data relating to Our next-of-kin and dependents (where We are individuals) or data relating to Our directors, shareholders, officers, individual guarantors and security providers (where We are a corporation), for the purpose of the Banking Facilities, We:
- 32.3.1 confirm that We have obtained their consent or are otherwise entitled to provide this data to You and for You to use it in accordance with this Indemnity and/or the Banking Facilities;
  - 32.3.2 undertake that We have informed the said third parties to read the Privacy Notice at Your website [www.uob.com.my](http://www.uob.com.my);
  - 32.3.3 have informed the said third parties:-
    - 32.3.3.1 that You may collect or verify their personal and financial data with third party sources;
    - 32.3.3.2 that You may disclose their personal data to classes of third parties described in Your Privacy Notice;
  - 32.3.4 agree to ensure that the personal and financial data of the said third parties is accurate;
  - 32.3.5 agree to update You in writing in the event of any material change to the said personal and financial data; and
  - 32.3.6 agree to Your right to terminate the Banking Facilities should such consent be withdrawn by the said third parties.
- 32.4 Where We instruct You 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) 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 You and/or Your agents to enter into any cross-border transaction on Our behalf, We agree to the above said disclosures on behalf of Us and others involved in the said cross-border transaction.
- 32.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to You or the Group (whether in or outside Malaysia), We agree that You and the Group, and Your merchants and strategic



partners may contact Us about products, services and offers, which You believe may be of interest to Us or benefit Us financially. Notwithstanding the foregoing, You will only disclose Our Personal Data (excluding data relating to Our affairs or account) to Your merchants and strategic partners where Our express prior consent has been obtained.

32.6 We may choose not to receive any direct marketing materials from You or the Group by writing in to You at Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur (or such other address notified by You) with Our request and You will abide by Our latest written instructions to You.

32.7 We acknowledge that certain communications such as statements of account and Your websites contain standard information regarding Your other products and services that cannot be removed without affecting the delivery/provision of Your services and/or products, the operation of the Banking Facilities and/or without imposing additional costs to Us.

32.8 We are entitled to request in writing:

32.8.1 for any information in relation to Our Personal Data that You hold or store, upon payment of a prescribed fee;

32.8.2 for any information held or stored by You to be updated, amended and/or corrected;

32.8.3 for You to limit the processing of Our Personal Data held or stored by You; and

32.8.4 to make an enquiry or complaint in respect of Your processing of Our Personal Data.

For requests under Clause 32.8.1 or Clause 32.8.2, We may make a request to You via Your Data Access Request Form or Data Correction Request Form respectively.

These forms are available at Your branches as well as at Your website at [www.uob.com.my](http://www.uob.com.my).

We may direct all Our requests to any of Your branches or Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur.

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 Clause 32.8.1 or Clause 32.8.2 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.

32.9 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.

- 32.10 We acknowledge that if We subsequently withdraw Our consent to process Our Personal Data as given earlier to You, as You will not be able to process and/or disclose Our Personal Data in relation to the purposes set out in the Privacy Notice, You will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.
- 32.11 You reserve the right to amend this clause from time to time at Your sole discretion and shall provide prior notification to Us in writing and place any such amendments on Your websites or by placing notices at the banking halls or at prominent locations within Your branches or by such other means of communication deemed suitable by You.
- 32.12 This clause shall be without prejudice to any other clause in this Indemnity which provides for the disclosure of data.

### **33. TAXES, DUTIES AND LEVIES**

- 33.1 We and/or the Customer is liable to pay for any goods and services tax or other taxes or levies which as at the date of the Letter of Offer or at any date subsequent to the date of the Letter of Offer, is required by law (including the Sales Tax Act 2018 and Service Tax Act 2018) 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 anybody or authority having jurisdiction over You, in respect of any moneys charged or incurred by You during the continuation of the Banking Facilities and/or for so long as the Banking Facilities or any part of it remains outstanding and unpaid. Unless otherwise stated by You at any time, any fees and charges notified to Us and/or the Customer are inclusive of any applicable goods and services tax at the prevailing rate. Where You have stated otherwise, We and/or the Customer shall be liable to pay the applicable goods and services tax in addition to Your fees and charges.
- 33.2 Any goods and services tax or other taxes or levies incurred by You in relation to the Banking Facilities and any other goods or services provided under the Banking Facilities shall be borne by and charged to Us and/or the Customer and in the event that You shall effect payment We and/or the Customer shall be liable to reimburse You for such amounts paid.

### **34. LEGAL PROCESS**

- 34.1 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 your behalf can be effected on Us:
- 34.1.1 if We are individuals, by leaving a copy at the address as stated in this Indemnity or in any communication purportedly issued by Us to You or last known to You or Our last known place of business or registered or principal office address and it shall be deemed to have been duly received by Us on the day it was left at the address; or
- 34.1.2 if We are sole-proprietorships, partnerships, companies, associations, clubs, societies or trusts, by leaving a copy at the address as stated in this Indemnity or in any communication

purportedly issued by Us to You or last known to You or Our last known place of business or registered or principal office address and it shall be deemed to have been duly received by Us on the day it was left at the address; or

- 34.1.3 by sending a copy via prepaid registered or ordinary post to the address as stated in this Indemnity or in any communication purportedly issued by Us to You or last known to You or Our last known place of business or registered or principal office address and it shall be deemed to have been duly received by Us on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

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