



LOAN AGREEMENT

BETWEEN

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

AND

**THE PARTY(IES) NAMED IN SECTION 3
OF THE SCHEDULE**

LOAN AGREEMENT

A LOAN AGREEMENT dated the date as stated in Section 1 of the Schedule to this Agreement.

BETWEEN

UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No. 199301017069) (271809 K) (referred to in this Agreement as “**the Bank**”), which has an address as stated in Section 2 of the Schedule to this Agreement.

AND

THE PARTY (referred to in this Agreement as “**the Borrower**”) whose name, particulars and details are as stated in Section 3 of the Schedule to this Agreement.

Part A**SECTION 1**

Section 1.1 The Housing Loan

1.1 At the Borrower’s request, the Bank has agreed to lend the Borrower money to purchase a residential property upon the terms and conditions of the Letter of Offer and this Agreement. The Borrower has agreed that the residential property and any other security as mentioned in the Letter of Offer shall be assigned or charged as security for the repayment of the Housing Loan/Facility and to repay all amounts outstanding from time to time under the Letter of Offer and this Agreement.

Section 1.2 Agreement to Borrow and Lend

1.2 The Bank agrees to lend the Housing Loan/Facility to the Borrower based on and in full reliance of the warranties, representations and undertakings contained in this Agreement and subject to the terms and conditions of the Letter of Offer and this Agreement.

SECTION 2

Section 2.1 Definitions

In this Agreement (both Part A and Part B inclusive), the following words have the meaning given to them below.

“Bank” **United Overseas Bank (Malaysia) Bhd. (Company No. 199301017069) (271809 K)** and its successors in

title and assigns.

“Base Rate”	(a) The rate of interest stated by the Bank from time to time as its base rate; or (b) If the term Base Rate is no longer used, the rate of interest stated by the Bank to be applied for the purposes of this Agreement and the Security Documents.
“Borrower”	The person named in this Agreement as borrower of the Housing Loan/Facility.
“Banking Day”	The days when the bank is opened for banking business in the state where the Bank is located.
“Default Rate”	The default rate of interest as stated in the Letter of Offer.
“Event of Default” or “Events of Default”	Any of the events, situations or circumstances set out in Section 8.1 of this Agreement.
“Housing Loan” or “Facility”	(a) The principal amount as stated in the Letter of Offer and/or this Agreement; and (b) Where applicable, this shall include other facilities previously lent or hereafter agreed to be lent by the Bank.
“Indebtedness”	All money outstanding or payable by the Borrower under the Security Documents in connection with the Housing Loan/Facility: (a) whether such money is payable: (i) immediately or in the future; (ii) upon the happening of any contingency; (iii) as principal or as surety; or (iv) solely or jointly with any other person; (b) including principal, interest, additional interest, charges, commission and other costs; and (c) including where applicable, monies referred to in Sections 10.2(b) and 12.2 of this Agreement.
“Interest Period”	Interest to be calculated on daily rest.
“Letter of Offer”	Collectively, Letter(s) of Offer as annexed and set out in Part D and such subsequent letter(s) of offer issued

after the date of this Agreement from time to time by the Bank to the Borrower.

All the terms and conditions of the Letter of Offer shall form part of this Agreement and in the event of conflict or discrepancy between the terms and conditions of the Letter of Offer and this Agreement, the terms and conditions of the Letter of Offer shall prevail.

“Margin” / “Spread”	As stipulated in the Letter of Offer.
“Prescribed Rate”	Base Rate plus the Margin/Spread, that is applicable to the Housing Loan/Facility or such other rate of interest that the Bank may prescribe at any time.
“Property”	The piece of land or the lease of the land or the parcel/unit of immovable property identified in the Letter of Offer together with all buildings and fixtures on such land or property and wherever the context permits shall include the car park(s) and also the accessory parcel belonging to the property.
“Ringgit Malaysia”/ “RM”	The lawful currency of Malaysia.
“Security Documents”	The Letter of Offer, this Agreement and such other security documents that have been or will be executed by the Borrower and the Security Party (if applicable) to secure the repayment of the Housing Loan/Facility by the Borrower as well as the payment of other Indebtedness.
“Security Party”	Any party providing any guarantee or security to secure the payment or repayment of the Indebtedness or any part of it.

SECTION 3

Section 3.1 Purpose(s) of the Housing Loan/Facility

- (a) The Borrower must use the proceeds of the Housing Loan/Facility for purchasing the Property and defraying any renovation costs incurred and, where applicable, paying all premiums/contributions on insurance policies/takaful contracts which the Borrower may be required to buy/take up and maintain for the Property and/or any legal, execution fees, costs and expenses and any other professional fees incurred in relation to the Housing Loan/Facility.
- (b) The Bank is not bound to ensure that the Borrower uses the Housing Loan/Facility for the purpose(s) above.

SECTION 4

Section 4.1 Conditions Precedent to Drawing

The Bank may not release any part of the Housing Loan/Facility unless the Bank is satisfied that the following have been fulfilled:

- (a) the conditions set out in the Letter of Offer and/or this Agreement
- (b) the additional conditions precedent set out in the Letter of Offer and/or the Annexure to the Letter of Offer; and
- (c) no Event of Default has occurred.

Section 4.2 Cancellation of the Housing Loan/Facility

If the Borrower does not comply with any condition within the time stated by the Bank, the Bank is entitled to cancel the Housing Loan/Facility.

Section 4.3 Waiver of Conditions

The Bank may waive compliance with any of the conditions (including conditions precedent) in this Section. If the Bank chooses to waive compliance:

- (a) the Bank's rights under this Agreement are not affected;
- (b) the Bank can later demand the Borrower to comply with any or all the waived conditions within any period notified by the Bank to the Borrower; and
- (c) it does not mean all other conditions precedent are waived.

SECTION 5

Section 5.1 Payment of Interest

- (a) The Borrower must pay (without notice from the Bank) interest at the relevant Prescribed Rate and where applicable, the Default Rate, to the Bank on such amount of the Housing Loan/Facility specified in the Letter of Offer up to the date when the Housing Loan/Facility is fully repaid to the Bank.
- (b) Unless otherwise notified by the Bank to the Borrower, interest is to be debited to the Borrower's account on the day as the Bank may prescribe of every month, and on the day when the full Indebtedness for the Housing Loan/Facility is finally paid.
- (c) Interest is payable monthly in arrears, or at such other period as the Bank may prescribe.

Section 5.2 Calculation of Interest

Interest calculation is set out in the Letter of Offer.

Section 5.3 Default Rate

If the Borrower fails to pay any amount payable under the Housing Loan/Facility on the due date (including amounts payable following a termination of the Housing Loan/Facility), the Borrower must pay the Bank interest at the Default Rate on the entire overdue amount. Interest at the Default Rate is calculated from the due date until the date of actual payment (both before and after court judgment).

Section 5.4 Variation of Interest Rate

(a) Regardless of any other provisions in this Agreement and/or the Letter, the Bank is entitled to vary at any time:

- (i) the interest rate and the manner of calculation of the interest rate; and
- (ii) any commission, discount or other banking charges.

(b) Such variation may be made to:

- (i) the Base Rate; or
- (ii) subject to Section 5.4(c), the Margin/Spread; or
- (iii) any other reference rate used in any Letter of Offer; or
- (iv) any other rate of interest specified by the Bank;

or a combination of any one or more of the methods of calculation of interest, including changing the basis on which the Prescribed Rate or the Default Rate is calculated.

(c) The amended or new Prescribed Rate or commission, discount or banking charges is payable from the date the changes take(s) effect. Interest will be re-calculated, if necessary, in accordance with the provisions of this Agreement and/or the Letter of Offer.

(d) The Bank will give at least twenty-one (21) calendar days' (or such other time frame as may be prescribed from time to time) prior notice of change of the Prescribed Rate, or the new commission, discount or banking charges to the Borrower but the Borrower's non-receipt of the notice will not affect or invalidate any change. Notice by the Bank may be given:

- (i) in accordance with the "Notice" provisions set out in Section 11 of this Agreement; or
- (ii) by general advertisement in any form(s) of mass communication; or
- (iii) by notice in the Bank's website and/or placed at the banking hall of the Bank's branches.

(e) If the Prescribed Rate payable on the Housing Loan/Facility is varied and the Housing Loan/Facility is repayable in instalments, the Bank is entitled to:

- (i) vary the amount of such instalments subject to Sections 5.4 (f) and (g); and/or
- (ii) vary the number of instalments subject to Sections 5.4 (f) and (g)

subject to the terms of the Housing Loan/Facility at the Bank's determination.

- (f) For any upward or downward adjustment to the Base Rate, the Bank shall revise the amount of the instalments of the Housing Loan/Facility accordingly. The Bank shall provide the Borrower with particulars of the revised instalment amount at least seven (7) calendar days (or such other timeframe as may be prescribed from time to time) prior to the date the revised instalment comes into effect.
- (g) Notwithstanding Section 5.4(f) the Bank may allow the Borrower to retain the instalment amount upon the Borrower's specific request. This will result in either a bullet repayment at the end of the tenure of the Housing Loan/Facility or an extension of the tenure of the Housing Loan/Facility and may include new terms and additional cost of borrowing as shall be disclosed by the Bank to the Borrower.

Section 5.5 Capitalisation of Interest

Interest (other than interest at the Default Rate) on any amounts secured under the Security Documents (including capitalised interest), is to be capitalised and added to the principal sum then owing on such date as stated in the Letter of Offer or as determined by the Bank. The total sum will then bear interest at the relevant Prescribed Rate. This total sum shall be secured and payable accordingly, whether before or after court judgment or demand for payment has been made on the Borrower.

Section 5.6 Capitalised Interest excluded from Limit or Principal

For the purpose of ascertaining whether the limit of the principal amount has been exceeded or not, all accumulated and capitalised interest are deemed to be interest and not principal sum.

Section 5.7 Loan Statement

- (a) The Bank will provide a loan statement to the Borrower at least once a year indicating the outstanding balance at the beginning and end of the period covered by the statement, the amount credited and charged, including interest and other non-interest charges, and the dates when those amounts were posted to the account.
- (b) It is the Borrower's obligation to check that the loan statement furnished by the Bank is correct. If the Bank does not receive a written objection from the Borrower to the contents of the loan statement within 60 days of the loan statement date, the Borrower shall be deemed conclusively to have accepted the contents of such loan statement as true and accurate and such loan statement shall be final and conclusive and binding on the Borrower for all purposes whatsoever including for the purposes of any legal proceedings.

SECTION 6

Section 6.1 Repayment

- (a) Regardless of any provision of this Agreement, the Housing Loan/Facility is immediately repayable upon demand by the Bank in writing upon the occurrence of an Event of Default.
- (b) Until such a demand is made by the Bank, the Housing Loan/Facility is repayable at the dates and in such manner as stated in the Letter of Offer.
- (c) Payments made by the Borrower will first be used towards payment of any instalments in arrears and any excess will be applied in prepaying the instalments of the Housing Loan/Facility in the inverse order of maturity.

Section 6.2 Re-drawing or Re-borrowing

The Bank is entitled to, subject to the terms and conditions set out in Part B of the Schedule or as the case may be the Letter of Offer, allow the Borrower to re-draw or re-borrow any of the amounts repaid or prepaid. Such amounts re-drawn or re-borrowed together with interest thereon at the applicable Prescribed Rate shall be deemed to be and form part of all the monies owing or payable by the Borrower and secured by the Security Documents.

SECTION 7

Section 7.1 Prepayment and Early Settlement

- (a) If:
 - (i) the Borrower wishes to repay any part of the Indebtedness or the Housing Loan/Facility before its due date; and
 - (ii) such early repayment is permitted under the Letter of Offer, subject to all terms and conditions relating to prepayment in the Letter of Offer

the Borrower must provide one month's prior notice (or such other period of notice as may be stated in the Letter of Offer) to the Bank.

- (b) The Borrower may repay any part of the Indebtedness or the Housing Loan/Facility in multiples of the prepayment sum as agreed by the Bank.

Section 7.2 Application of Prepayment Sum

All prepayments received by the Bank are to be applied by the Bank in or towards settlement of instalment payment or any repayment obligations of the Housing Loan/Facility in the inverse order of maturity. Any surplus will then be applied towards prepayment of the Housing Loan/Facility.

Section 7.3 Partial Repayment

Even if the Borrower has made partial repayments, the Borrower shall continue to be bound by the Borrower's obligations under this Agreement.

SECTION 8

Section 8.1 Events of Default

The Borrower has committed a default under the Security Documents, if the Borrower/Security Party commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms, conditions, or provisions stated under the Security Documents, or the Borrower/the Security Party is in default upon the happening of any one or more of the following events:

(a) Non-payment

The Borrower fails or defaults in the payment of any sum of money:

- (i) on its due date, whether formally demanded or not; or
- (ii) (if due on demand) when demanded by the Bank in accordance with the provisions of this Agreement and/or the Security Documents; or

(b) Breach of Other Terms and Conditions

The Borrower/the Security Party:

- (i) breaches any term of this Agreement and/or the Security Documents; or
- (ii) fails to comply with any notice given under this Agreement and/or any of the Security Documents requiring the Borrower/the Security Party to remedy any breach of such terms; or

(c) Breach of Representation and Warranties

Any representation or warranty made or implied under:

- (i) Section 14 of this Agreement or any other provision of this Agreement or the Letter of Offer; or
- (ii) any notice, certificate, letter or other document delivered under this Agreement,

is incorrect or misleading (as determined by the Bank) in a material detail as of the date on which it was made or deemed to have been made; or

(d) Ability of the Borrower/the Security Party to Perform Terms in Security Documents

Any event(s) has/have occurred, or a situation exists (including but not limited to changes in the financial condition of the Borrower/the Security Party), which

might, in the opinion of the Bank, affect the ability of the Borrower/the Security Party to perform the Borrower's/the Security Party's obligations under this Agreement and/or the Security Documents; or

(e) Validity of the Security Documents

The validity of any of the Security Documents is challenged by any person; or

(f) Security in Jeopardy

The Bank is of the opinion that any of the security created pursuant to the Security Documents is in jeopardy or the value of the security created pursuant to the Security Documents is insufficient for the Bank's purpose upon valuation or re-valuation; or

(g) Illegality

It is or it shall become unlawful for the Borrower/the Security Party to perform or comply with any one or more of the obligations of the Borrower/the Security Party under this Agreement and/or the Security Documents; or

(h) Authorisation and Consents

Any authorisation, approval, condition, consent, order or licence required to be taken, fulfilled or done for the purpose of the Housing Loan/Facility:

- (i) is not taken, fulfilled or done; or
- (ii) ceases to be in full force and effect; or

(j) Breach of Other Loans

The Borrower commits a default of any provision of any agreement, or security documents, or both (as the case may be) relating to other accounts or loan facilities granted by other parties; or

(k) Cross Default

- (i) Any other indebtedness of the Borrower becomes payable or becomes capable of being declared payable or due prematurely, by reason of a default by the Borrower in the Borrower's obligations with respect to that indebtedness; or
- (ii) The Borrower fails to make any payment in respect of that Indebtedness on the due date for such payment, or if due on demand when demanded; or
- (iii) Upon the security for any such indebtedness becoming enforceable; or

(l) Legal Proceedings

Any legal proceedings, suit or action (whether criminal or civil) is instituted against the Borrower/the Security Party; or

(m) Enforcement Proceedings

A distress or execution or other process of a court of competent jurisdiction is levied upon or issued against all or any part of the property of the Borrower/the Security Party and such distress, execution or other process is not discharged by the Borrower/the Security Party within seven (7) days from the date of such levy or issue; or

(n) Bankruptcy

- (i) Any step or action is taken for the bankruptcy of the Borrower; or
- (ii) A petition for bankruptcy is presented against the Borrower; or

Provided Always that if such proceeding or action has been taken by or against the Borrower, that step or petition is not discharged or stayed within twenty-one (21) days from the date of the taking of the step or petition; or

(o) Compulsory acquisition

A notice or proposal for compulsory acquisition of the Property is issued or made under or by virtue of an Act of Parliament or other statutory provision; or

(p) Death and Insanity

The Borrower/the Security Party dies or becomes insane; or

(q) Material Adverse Change

Any event or series of events (whether within or outside of Malaysia and whether of a national or international nature) including but not limited to any act of violence, terrorism, hostility or war or endemic or epidemic or other calamity occurs which in the Bank's opinion:

- (i) could or might affect the Borrower's/the Security Party's ability or willingness to fully comply with all or any of the Borrower's/the Security Party's obligations under any of the Security Documents or make it improbable that the Borrower/the Security Party would be able to do so; or
- (ii) would render it inadvisable or impractical for the Bank to make or continue to make the Housing Loan/Facility available or allow any use of the Housing Loan/Facility; or
- (iii) could or might jeopardise the Housing Loan/Facility or any of the Bank's security or the Bank's security position; or

(r) Use of Housing Loan/Facility not for purposes stated

The Housing Loan/Facility is not used for the purposes stated or the Housing Loan/Facility is used for illegal or speculative purposes; or

(s) Borrower's Account re-designated or closed

If the Borrower's account is re-designated or closed by the Bank as a result of:

- (i) any changes in the applicable law or regulation making it unlawful or impossible for the Bank to continue granting the Housing Loan/Facility or maintaining the account; or
- (ii) the account having been conducted unsatisfactorily; or
- (iii) the account having been suspended due to a court order or at law; or
- (iv) an investigation by the Bank giving rise to negative findings including dishonesty, fraud or suspicious activities; or

(t) Security Document not perfected

If any of the Security Documents cannot be perfected for any reason whatsoever or if any Security Document cannot be registered, where registration is necessary or is invalid for any reason whatsoever; or

(u) Security

The assignment and/or charge on the Property created in favour of the Bank or any of the Security Documents;-

- (i) ceases to have full force and effect;
- (ii) is terminated or disputed or in jeopardy or is invalidated; or
- (iii) is unenforceable; or

(v) Default in other accounts

There is a default in the payment of any monies under the accounts of any other party for which the Borrower/the Security Party is providing security or guarantee; or

(w) Winding Up of developer/vendor

If before the Property is fully and completely constructed and/or issued with the Certificate of Completion and Compliance (or its equivalent), a petition is presented for the winding up of the developer/vendor or the landowner (if applicable); or

(x) Suspension of Construction

If the developer/vendor or landowner suspends or gives notice to any person of its intention to suspend construction of the Property or abandons construction (if applicable); or

(y) Additional events of defaults

There occurs any other event of default stipulated in the Part C of this Agreement, if any.

SECTION 9**Section 9.1 Rights of Bank on Default**

- (a) If any of the events described in Section 8.1 occurs:
- (i) the Bank is entitled with notice to the Borrower to suspend further utilisation of any or all of the Housing Loan/Facility, or to reduce the limit or amount made available under the Housing Loan/Facility, regardless of whether the Bank has made a prior demand;
 - (ii) the Bank has the right to cease to be under any further obligation and/or commitment to the Borrower in relation to the Housing Loan/Facility;
 - (iii) the Indebtedness will become immediately due and payable, regardless of any provision of this Agreement to the contrary;
 - (iv) the Bank is entitled to (on its own or through the Bank's agent(s)) take such action as may be appropriate against the Borrower, including:
 - (aa) recalling the Housing Loan/Facility or suing for the recovery of the Indebtedness either before, after or concurrently with the action to enforce any of the Security Documents;
 - (bb) applying any credit balance in whatever currency standing to any account of the Borrower with any office or branch of the Bank or any member of the Bank's group of companies, towards satisfaction of the Indebtedness, by providing at least seven (7) calendar days' notice to the Borrower;
 - (cc) exercising all or any of the Bank's rights or powers which the Bank may possess in the Security Documents against the Borrower and/or the Security Party, regardless of whether the Housing Loan/Facility has been recalled or not;
 - (v) the Bank can cancel any part of the Housing Loan/Facility not disbursed or utilised before the default. Upon such cancellation, any part of the Housing Loan/Facility already disbursed or utilised will become due and immediately repayable on demand.

Section 9.2 Proceeds of Recovery

Subject to statutory priorities (if any), all amounts received by the Bank from any proceeding instituted or step taken under any of the Security Documents shall be applied by the Bank as follows:

- FIRSTLY** in payment or any rents, taxes, assessments, fees, lawful outgoings and other fees due and payable to the relevant authorities by the Borrower in respect of the Property charged or assigned to the Bank as security for the Housing Loan/Facility;

- SECONDLY in the enforcement of any of the Security Documents or in the performance of any duties or the exercise of any powers vested in the Bank, in payment of any costs, charges, expenses and liabilities incurred by the Bank and every person appointed by the Bank in realising any security under the Security Documents (this include the fees and charges mentioned herein);
- THIRDLY in or towards payment to the Bank of all interest then accrued and remaining unpaid in respect of the Housing Loan/Facility;
- FOURTHLY in or towards payment to the Bank of the principal sum due and remaining unpaid under the Housing Loan/Facility;
- FIFTHLY in or towards payment to the Bank of all other moneys due and remaining unpaid under any or all of the Security Documents;
- SIXTHLY in or towards payment to the Bank of all other moneys due and remaining unpaid;
- SEVENTHLY in payment of any surplus to the Borrower or the persons entitled to such surplus.

PROVIDED ALWAYS THAT the Bank may alter the above order of payment or keep such amounts in a non-interest bearing suspense account. Such alteration or payment will not affect the right of the Bank to receive the full amount to which the Bank would have been entitled if the primary order had been observed, or any lesser amount which is ultimately realised from the security.

Section 9.3 Deficiency in Proceeds of Sale

The parties agree that, regardless of any other provision contained in this Agreement:

- (a) the Borrower shall pay all costs and expenses (including legal fees on a solicitor-client basis, execution or valuation fees, any other professional fees, stamp duties, disbursements and any related penalties) on a full indemnity basis that the Bank incurs in connection with:
- (i) the enforcement or the preservation of any rights under the Security Documents. For clarity, this would include fees, charges and expenses expended on legal proceedings and foreclosure proceedings (including legal fees, execution fees, valuation fees, real estate agent fees, auctioneer fees and any other professional fees); or
 - (ii) any legal proceedings relating to or in connection with the Property or to protect the Bank's interest in the Property or any account(s) of the Borrower; or
 - (iii) maintenance (including maintenance fee) or realisation of the Property; or
 - (iv) the recovery of the Indebtedness.
- (b) if the amount received and/or realised by the Bank under this Agreement and/or Security Documents, after deduction of all costs and expenses mentioned above,

rates, taxes and other outgoings, is less than the amount due to the Bank under the Security Documents, the Borrower will be liable for the shortfall regardless of whether or not the banker-customer relationship between the Bank and the Borrower has ceased or been terminated;

- (c) paragraph (b) applies whether or not the Bank is the purchaser of all the assets or properties charged and/or assigned to the Bank under the Security Documents at such sale;
- (d) until payment is made for the amount of the shortfall, the Borrower will (regardless of any foreclosure proceedings taken or sale made by the Bank) also pay interest (both before demand as well as after judgment and whether or not the banker-customer relationship between the Bank and the Borrower has ceased or been terminated) on the shortfall at the Prescribed Rate and if applicable, the Default Rate, up to the date such shortfall together with all accrued interests is actually received in full by the Bank; and
- (e) any interest payable under this Section 9.3 is to be calculated and charged in accordance with Section 5.

SECTION 10

Section 10.1 Obligation to maintain Mortgage Insurance Policy

If the Borrower is required to buy/take up, or in the event that the Bank buys/takes up on the Borrower's behalf, and maintains a mortgage reducing term policy, or any other policy, guaranteeing the repayment of the Indebtedness, the Borrower expressly agrees with the Bank to:

- (a) cause the interest of the Bank as loss payee to be endorsed on the insurance policy so bought/taken up;
- (b) pay the premium on such policies; and
- (c) deliver the receipts for such payments to the Bank.

Section 10.2 Obligation to maintain insurance on the Property

- (a) The Borrower expressly agrees with the Bank that whenever required the Bank, the Borrower will utilise a reputable insurance company of the Borrower's choice to:
 - (i) ensure that the Property is adequately insured up to their full insurable value, against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, malicious acts and strike and such other risks as the Bank may require;
 - (ii) ensure that the interest of the Bank as chargee or assignee and loss payee is endorsed on the insurance policy or policies so bought/taken up; and

- (iii) deposit with the Bank a certified true copy of the policy or policies so bought/taken up together with evidence of payment of the current premium payable under such policy or policies.
- (b) The Borrower also expressly agrees that the Bank may but is not obliged to insure and keep the Property insured in accordance with Section 10.2(a). In the event the Bank proceeds to do so, the Borrower shall be required to pay the insurance premium on demand by the Bank. If the Borrower fails to pay the insurance premium, the Bank shall proceed to make the payment on behalf of the Borrower and such payment shall be added to the Indebtedness or the Housing Loan/Facility.

Section 10.3 Obligation to inform Bank change of contact information

The Borrower expressly agrees with the Bank to inform the Bank immediately of any change in the contact information such as correspondence address, phone number, facsimile number and/or email address of the Borrower. Any change in the Borrower's contact information such as address, phone number, facsimile number and/or email address is not binding on the Bank unless the Borrower has given notice in writing to the Bank and/or via other channels provided by the Bank.

SECTION 11

11.1 Notices by Bank

Any notice, demand or other communication (including computer generated notices/statements that do not require any signature) from the Bank under this Agreement shall be given in writing to the Borrower at the Borrower's address, facsimile number or electronically including (email) as stated in the Letter of Offer and/or last appearing in the Bank's records. The notices may be given or made by post, facsimile, electronically (including email), personal delivery or such other mode as may be determined by the Bank.

11.2 Delivery

The notices or other communications are given to the Borrower:

- (a) in the case of post, five (5) days after the date of posting;
- (b) in the case of facsimile, on the day of transmission;
- (c) in the case of electronic mail, on the day it is sent provided that the Bank has not received a failed or undeliverable message from the host provider on the day of transmission; and
- (d) in the case of personal delivery, at the time of delivery.

SECTION 12**12.1 Stamp Duties, Registration Fees and Other Costs**

- (a) The Borrower must on demand pay the Bank all costs and expenses (including legal fees, stamp duties, disbursements and any related penalties) the Bank incurs in connection with the preparation, execution, registration, perfection or enforcement of the Security Documents.

All such amounts are payable by the Borrower on a full indemnity basis. Such payment must be made together with interest from the date the costs and expenses are incurred to the date of full payment at the Prescribed Rate and if applicable, the Default Rate (both before and after judgment).

- (b) Legal costs and expenses on a full indemnity basis are payable by the Borrower regardless of whether the Housing Loan/Facility is cancelled or aborted at any time before completion of legal documentation.

12.2 Upstamping

In the event that the total monies advanced to or due and owing by the Borrower to the Bank shall at any time exceed the principal limit for which ad valorem stamp duty had been paid, this Agreement, the Security Documents or the Letter of Offer shall be upstamped with ad valorem duty to cover the excess. The stamp duty including any penalty incurred shall form part of the monies owing or payable by the Borrower and secured by this Agreement and the Security Documents.

12.3 Principal and Secondary Instrument

The Letter of Offer, this Agreement and the Security Documents are instruments employed in one transaction to secure the Indebtedness. Ad valorem stamp duty had been paid from time to time on the original of this Agreement within the meaning of Section 4(3) of the Stamp Act, 1949. For the purpose of the said Section 4(3) of the Stamp Act, this Agreement shall be deemed to be the primary or principal instrument and the Letter of Offer and/or Security Documents are deemed to be the auxiliary or secondary instruments.

PART B**SECTION 13 FURTHER DEFINITIONS**

- 13.1 In Part B, the following words have the meaning given to them below.

“Authorised Persons” any person the Borrower authorises (either singly or jointly), and approved by the Bank, to operate the Borrower’s account, and to act on the Borrower’s behalf in giving instructions, to perform any acts under an agreement between the Bank and the Borrower, or to use any facility, product or service the Bank makes available

to the Borrower.

“FATCA”

Means:-

- (i) the Code or any associated regulations or other official guidance;
- (ii) any treaty, law or regulation of any other jurisdiction or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (i) above; or
- (iii) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“Group”

the Bank’s 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 the Bank.

“Land Code”

The National Land Code 1965, the Sabah Land Ordinance (Cap. 68) or Sarawak Land Code (Cap. 81), as the case may be.

“Personal Data”

may include, but is not limited to, the Borrower’s name, address, occupation, contact details, information captured on security systems (including a recording of the Borrower’s image on Closed Circuit Television (CCTV)), the information contained in any of the Borrower’s account(s) the Borrower may have with the Bank either singly or jointly with any other person, the type of products and/or services that the Borrower has subscribed to with the Bank and such other necessary data regarding the Borrower and the Borrower’s transaction(s) with the Bank.

“Sanctions”

the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.

“US”

United States of America.

“US Tax Obligor”

means:-

- (i) a Borrower which is resident for a tax purposes in the US; or
- (ii) an obligor, some or all of whose payments under

the Security Documents are from sources within the US for US federal income tax purposes.

“Vendor” the seller of the Property and shall mean the vendor and developer, as the case maybe including their heirs, liquidators, receivers, personal representatives and successors-in-title.

SECTION 14 REPRESENTATIONS AND WARRANTIES

14.1 By signing this Agreement, the Borrower makes the following representations and gives the following warranties to the Bank:-

- (a) that the Borrower has the power, right and capacity to execute, deliver and perform the terms of this Agreement and the Security Documents;
- (b) that this Agreement and the Security Documents, when executed, will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms;
- (c) that the execution, delivery and performance of this Agreement and the Security Documents:-
 - (i) will not breach any law, regulation, order or decree of any governmental authority, agency or court to which the Borrower is/are subject; and
 - (ii) will not breach any provision of any contract, mortgage, undertaking or instrument to which the Borrower is/are party or which is binding on them and will not result in the creation or imposition of any obligation to create or impose any mortgage, charge, lien, pledge or other security interest in the Property or in the Security Documents or on the assets or moneys of the Borrower;
- (d) that all consents, permissions, licences, approvals, authorisations, orders and exemptions of any ministry, agency, department or authority in Malaysia (including if relevant, foreign exchange approval) and elsewhere which are required or advisable to be obtained in connection with the execution, delivery and performance, legality and enforceability of this Agreement and the Security Documents have been obtained and are in full force and effect and that no further consent, licence, approval, authorisation, order or exemption is required;
- (e) that all terms and conditions contained in any consent, permission, licence, approval, authorisation, order or exemption which are required or advisable to be obtained have been duly complied with;
- (f) that there are no litigation (whether civil or criminal), arbitration or

administration proceedings presently current, pending, or threatened which might affect the Borrower's solvency or the Borrower's ability to perform its obligations;

- (g) that the Borrower has not committed any act of insolvency/bankruptcy and that no insolvency/bankruptcy proceedings have been commenced or are pending or being threatened against the Borrower;
- (h) that the Borrower has filed all tax returns which the Borrower is 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 the Borrower or upon the Borrower's properties, assets, businesses or incomes;
- (i) that no Event of Default has occurred, is continuing or will occur as result of the Bank making any advance or continuing to make the Housing Loan/Facility or any part of the same available to the Borrower;
- (j) that there has been no change in the financial condition of the Borrower which would materially affect in an adverse way the ability of the Borrower to perform the obligations of the Borrower under this Agreement and the Security Documents since the Borrower first applied for the Housing Loan/Facility;
- (k) that there has been no increase in the Borrower's debt obligations which would affect in an adverse way the ability of the Borrower to perform the obligations under this Agreement and Security Documents;
- (l) that all information given by the Borrower to the Bank in connection with the application of the Housing Loan/Facility do not contain any untrue or misleading statement or omit to state any fact (the omission of which makes any statement made in those circumstances misleading or incorrect);
- (m) that the Borrower is not aware of any material facts or circumstances that have not been disclosed to the Bank which might, if disclosed, may adversely affect the Bank's decision to grant the Housing Loan/Facility (or part of the same) or to take the security and that all expressions of expectation, intention, belief and opinion and all projections contained in such information were honestly made on reasonable grounds after due and careful enquiry;
- (n) that the Borrower is not aware of and has not intentionally withheld any information or fact which may result in or give rise to the offering or the grant of the Housing Loan/Facility by the Bank breaching any law or regulation including, without limitation, the Financial Services Act 2013, or any lending limits or restrictions that may be imposed upon the Bank from time to time by Bank Negara Malaysia or such other authority

having jurisdiction over the Bank;

- (o) that the Borrower has not been charged or convicted for any criminal offences or has any criminal records;
- (p) that the Borrower is not involved in any illegal activities and all moneys and properties provided to the Bank are not derived in any way from illegal activities;
- (q) that the Borrower is not:-
 - (i) nationals of any country which is subjected to any Sanctions; or
 - (ii) persons listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by Group;
- (r) unless permitted by guidelines issued by any authority which has jurisdiction over the Bank:-
 - (i) the Borrower and/or any of his close relatives are not a director (including alternate director) in the Bank or any of the financial institutions in the Group;
 - (ii) the Borrower and/or his close relatives are not a controlling shareholder or influential shareholder in the Bank or any of the financial institutions in the Group;
 - (iii) the Borrower is not an executive officer or designated officer of the Bank.

For the purpose of this Section:-

“close relatives” in relation to an individual means his/her spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses

“controlling shareholder” of a company means a shareholder who fulfils any of the following criteria, whether individually or with parties acting in concert with such shareholder:-

- (aa) controls more than 50% of the voting rights of the company;
- (bb) holds more than 50% of the issued shares, whether directly or indirectly (excluding preference shares) of the company;
- (cc) controls the composition of the board of directors of the company;
- (dd) has the power to appoint and/or remove all or a majority of the board of directors of the company;
- (ee) control the controlling shareholder of the company; or
- (ff) is a person in accordance with whose direction or instruction, the director or a director of the company's holding company are accustomed to act.

“**director**” shall include a person who has ceased to be a director of the Bank or of the Group for less than twelve (12) months from the date of a credit transaction origination’s request.

“**influential shareholder**” means a shareholder who fulfils any of the following criteria, whether individually or with parties acting in concert with him:-

- (aa) holds 20% or more of the shares of the company but is not a controlling shareholder;
- (bb) has the power to appoint at least one director to the board of directors of the company.

“**executive officer**” means a person who is a member of the Bank’s management having authority and responsibility for planning, directing and/or controlling the Bank’s activities (other than in the capacity as a director) whether or not the officer has an official title, or is entitled to salary or other compensation and shall also include such person who has ceased to be in the employment of the Bank or of the Group for less than twelve (12) months from the date of a credit transaction origination’s request.

“**designated officer**” means a person who is responsible for or has the authority to appraise and/or approve credit transactions or review the status of existing credit transactions of the Bank, either as a member of a committee or individually, and his close relatives. None of the Bank’s directors, controlling shareholders, officers and their respective close relatives is a director, partner, executive officer, agent or guarantor of the Borrower and/or subsidiaries / entities controlled by the Borrower.

- (s) that the Borrower is not a US Tax Obligor.
- 14.2 The Borrower acknowledges that the Bank has entered into this Agreement on the basis of and in full reliance of the representations and warranties above and the Borrower agrees, covenants, undertakes and confirms that each of the representations and warranties above shall survive and continue to have full force and effect after the execution of this Agreement and the Security Documents and will be true and correct and fully observed on each and every date that the Housing Loan/Facility is utilised and until the Indebtedness has been fully and completely discharged.
- 14.3 The Bank’s rights and remedies in relation to any misrepresentation or breach of warranty shall not be affected in any way by any investigation by or on behalf of the Bank into the affairs of the Borrower, by the execution or the performance of this Agreement, or by any other act or thing which may be done by or on behalf of the Bank in connection with this Agreement or which might, apart from this Section, affect such rights or remedies of the Bank.

SECTION 15 CONDITIONS PRECEDENT TO UTILISATION

- 15.1 In addition to the terms and conditions contained in this Agreement and the Letter of Offer, the Housing Loan/Facility will be available for utilisation by the Borrower only upon the satisfaction or fulfillment of the following conditions :-
- (a) the Bank is satisfied that no extraordinary circumstances or change of law or other government action have occurred which may render the Borrower to be unable to observe and perform its respective covenants and obligations in this Agreement and/or the Security Documents; and
 - (b) the Bank is satisfied that no event has occurred and no circumstances exist which could or might, in the opinion of the Bank (which shall be final and conclusive) affect the financial condition of the Borrower so as to render the Borrower unable to perform its obligations under this Agreement and/or the Security Documents.
- 15.2 Notwithstanding Section 15.2, the Borrower agrees that during the course of the disbursement or utilisation of the Housing Loan/Facility, the Bank may by notice to the Borrower impose such other conditions precedent as the Bank considers necessary for further disbursement or utilisation of the remaining Housing Loan/Facility and the Borrower shall upon receipt of such notice, comply with such additional conditions precedent. Until such additional conditions precedent are complied with to the satisfaction of the Bank, the Bank is entitled to withhold any further disbursement or utilisation of the remaining Housing Loan/Facility without being liable to the Borrower and any other parties for any loss and/or damages that may arise from such withholding.
- 15.3 The Borrower agrees that all conditions precedent are for the Bank's sole benefit and the Bank is entitled to waive or defer the fulfilment of any one or more of such conditions precedent. Any waiver shall not prevent the Bank from insisting on compliance with any waived condition precedent at a later time.
- 15.4 Until the conditions precedent contained in this Agreement and the Letter of Offer have been satisfied or fulfilled to the satisfaction of the Bank, the Bank may terminate, suspend or cancel the whole or any part of the Housing Loan/Facility.

SECTION 16 PROGRESSIVE RELEASE

- 16.1 The Housing Loan/Facility will only be available for utilisation by the Borrower during the period as specified by the Bank in the relevant Letter of Offer unless extended by the Bank in writing. Notwithstanding this, any utilisation permitted by the Bank after the said period shall not constitute a waiver by the Bank and shall not prejudice the Bank's right to disallow, stop or cease any further utilisation of the remaining Housing Loan/Facility after the said period.
- 16.2 The Borrower hereby irrevocably authorises the Bank to advance or pay all or part of the Housing Loan/Facility to the financial institutions, Vendor, contractor

or such other persons responsible for the sale and/or construction of the Property on such terms and in such manner, as the Bank decides.

16.3 All advances and payments made by the Bank to the person(s) mentioned in Section 16.2 (“**Third Party**”) shall be deemed to have been paid to the Borrower and shall constitute and form part of the monies secured by and owing under this Agreement and the Security Documents. The acknowledgement or receipt of such Third Party will be as good, sufficient and effective as if it has been made or given by the Borrower.

16.4 The Borrower hereby irrevocably authorises the Bank and the Bank is entitled:-

- (a) to issue to the Third Party or firm of solicitors purporting to act for the Third Party, an undertaking, guarantee or covenant to release or pay to such Third Party all or such part of the Housing Loan/Facility at such time and in such manner as the Bank may agree;
- (b) to release or pay the financial institution, firm of solicitors or Vendor all or part of the Housing Loan/Facility;
- (c) where the release of the Housing Loan/Facility is to be made against a schedule of payment in an agreement, to release or pay to the Third Party on or before the due date as stated in the progressive billing submitted by the Third Party to the Bank upon terms that:-
 - (i) if any sum billed is to be paid on the date the Borrower or the purchaser takes vacant possession of the Property, the Bank shall be entitled to make such payment to the Third Party at any time, whether or not the Borrower or the purchaser have actually taken vacant possession of the Property; and
 - (ii) in making such payment, the Bank shall not be obliged to verify or ascertain whether such progressive billing is in order or otherwise or whether the sums billed is properly due or otherwise

and the Borrower irrevocably agrees and confirms that the Bank shall be entitled to release or pay the Housing Loan/Facility to the Third Party notwithstanding any protest or objection from the Borrower and/or any other parties to restrain the Bank from making such release or payment. In the event any sum released by the Bank to the Third Party is subsequently found to be not due for payment when paid, the Borrower agrees that the Borrower shall only claim against such Third Party in respect of such sum released and the Borrower shall have no claim and shall not make any claim whatsoever against the Bank arising from such release unless it is due to the Bank’s gross negligence or wilful default.

16.5 If the Bank has given or agreed to give their undertaking, guarantee, or covenant referred to in Section 16.4 above to release or pay, all or part of the Housing Loan/Facility in settlement of such sums payable by the Borrower and/or the Security Party under the relevant agreement, whether progressively or otherwise

in accordance with the terms in the said agreement, the Borrower agrees (in addition to the Security) that:-

- (a) the payment of all monies undertaken, guaranteed, or covenanted to be paid by the Bank to the Third Party, the Third Party's solicitors, or the Bank's solicitors (as the case may be) will be secured under this Agreement and the Security Documents;
- (b) the Borrower may not cancel all or part of the Housing Loan/Facilities without the prior written consent from the Bank in which the Bank is not contractually bound to give; and
- (c) the Borrower will and will also cause the Security Party to at all times indemnify and keep the Bank or the Bank's solicitors indemnified against all actions, proceedings, costs, expenses, claims, and demands which may be taken, incurred, or suffered by the Bank or the Bank's solicitors arising from the Bank's or the Bank's solicitors aforesaid undertaking given to the Third Party, the Third Party's solicitors, or the Bank's solicitors, as the case may be.

SECTION 17 FURTHER ADVANCES

- 17.1 The Bank can from time to time and if requested by the Borrower, advance to the Borrower further sums of money beyond the limit approved by the Bank.
- 17.2 The Borrower must pay interest at such rate(s) prescribed by the Bank over and above the Prescribed Rate or such other rate as imposed by the Bank on such sums advanced beyond the limit approved by the Bank.
- 17.3 All interest and such sums advanced beyond the limit approved by the Bank together with all costs, charges, expenses and other monies incurred thereby will form part of the monies secured by this Agreement and will be deemed to be charged on and secured against the Property in addition to the principal sum hereby advanced and will form part of the payment due under this Agreement.

SECTION 18 NO OBLIGATION TO MAKE FURTHER ADVANCES

The Housing Loan/Facility granted or to be granted to the Borrower may be reviewed by the Bank from time to time and at any time. Nothing in this Agreement will be deemed to impose on the Bank an obligation to make or continue to make any advances or to afford any other accommodation or facility to the Borrower.

SECTION 19 PAYMENTS AND REPAYMENTS

- 19.1 All moneys to be paid or repaid to the Bank under this Agreement and the Security Documents must be paid:-

- (a) unconditionally and without any restriction or condition; and
 - (b) without any deduction of any kind including, without limitation, deductions for any bank charges or commissions, any kind of withholding tax, set-off or counterclaim claimed against the Bank for any matter or on account of any taxes or duties or charges.
- 19.2 All payments to be made by the Borrower under this Agreement shall be made in Ringgit Malaysia in immediately available funds on the due date.
- 19.3 If any moneys are due to be paid or repaid to the Bank on a day which is not a Banking Day, the payment or repayment shall be made on a Banking Day immediately following that day. If the Banking Day immediately following that day falls in a different calendar month, the payment or repayment shall be made on a Banking Day immediately before that day.

SECTION 20 FEES

- 20.1 The Borrower shall pay to the Bank all fees that are payable by the Borrower to the Bank as required under the Letter of Offer and this Agreement in respect of the Housing Loan/Facility (which shall include but not limited to all fees and expenses incurred in connection with the further stamping of this Agreement), which fees shall be non-refundable.

SECTION 21 TAXES AND LEVIES

- 21.1 The Borrower is liable to pay any 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 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 the Bank, in respect of any moneys charged or incurred by the Bank during the continuation of the Housing Loan/Facility so long as the Housing Loan/Facility or any part of it remains outstanding and unpaid. Unless otherwise stated by the Bank at any time, any fees and charges notified to the Borrower are inclusive of any applicable tax at the prevailing rate. Where the Bank has stated otherwise, the Borrower shall be liable to pay the applicable tax in addition to the Bank's fees and charges.
- 21.2 Any taxes or levies incurred by the Bank in relation to the Housing Loan/Facility and any other goods or services provided under the Housing Loan/Facility shall be borne by and charged to the Borrower and in the event that the Bank shall effect any payment, the Borrower shall be liable to reimburse the Bank for such amounts paid.

SECTION 22 EXECUTION OF SECURITY DOCUMENTS

- 22.1 As security for the repayment of the Indebtedness, the Borrower will simultaneously with the execution of this Agreement or at such other time directed by the Bank execute all such Security Documents over the Property as stated in the Letter of Offer.
- 22.2 If any of the Security Documents is an assignment (“Assignment”) of any lease or the rights, title, benefits, entitlements and interests in, to and under any agreement (“Sale Agreement”) and the lease or the property comprised in the Sale Agreement, then notwithstanding the provisions of the Assignment, the Borrower shall:-
- (a) continue to be solely responsible for observing all the terms and conditions and obligations of the Borrower and/or the Security Party under the Sale Agreement; and
 - (b) immediately upon the execution of the Assignment:-
 - (i) give written notice of the Assignment to the relevant party or parties to the Sale Agreement, including the vendor and/or such other parties as the Bank may specify; and
 - (ii) deliver to the Bank the original acknowledgements of receipt from the parties mentioned in Section 22.2(b)(i); and
 - (c) deliver to the Bank and the Bank shall have custody or possession of the stamped original of the Sale Agreement and the stamped originals of all other documents pertaining to the Property so assigned to the Bank for so long as any amount under the Housing Loan/Facilities owing by the Borrower to the Bank.
 - (d) immediately sign at their own cost and expense, the necessary instrument of transfer and all other documents needed to take a transfer of the Property (collectively “Transfer Documents”) and a charge under the Land Code over the Property to secure the Indebtedness, which charge shall be in such form and contain such terms and conditions required by the Bank (“Charge”) when an individual issue document of title to the Property is issued and deliver and deposit with the Bank or its solicitors:-
 - (i) the relevant document of title to the Property;
 - (ii) the Transfer Documents;
 - (iii) the Charge; and
 - (iv) all other documents and fees needed to register the transfer of the Property in favour of the Borrower and/or the Security Party and the Charge in favour of the Bank free from encumbrances; and
 - (e) reimburse the Bank all money incurred or paid by the Bank to facilitate the delivery of the required documents and/or to register the transfer of the Property in the name of the Borrower and/or the Security Party and

to register the Charge in favour of the Bank.

Notwithstanding the completion and perfection of the Charge pursuant to Section 22.2 (d), any antecedent default by the Borrower and/or the Security Party will not be deemed waived in any manner and all rights and remedies for such default shall remain fully enforceable by the Bank against the Borrower and/or the Security Party.

SECTION 23 CONTINUING SECURITY

23.1 The Property created by the Security Documents is and will be a continuing security for the Indebtedness, and will continue to be held by the Bank until –

- (a) all Indebtedness has been paid and fully settled by the Borrower and/or the Security Party; and
- (b) the Bank has been fully released from all its obligations or contingent liabilities under the Housing Loan/Facility or under any other instrument issued by the Bank for the account of the Borrower, notwithstanding that the Borrower may cease to be indebted to the Bank for any period(s) and regardless of :-
 - (i) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise; or
 - (ii) the death, insanity or insolvency / bankruptcy of the Borrower and/or the Security Party.

SECTION 24 RESTRICTION AGAINST OTHER CHARGES

24.1 The Borrower declares that there is no mortgage, charge, pledge, lien, security assignment, right of set-off, caveats, or other security interests or any other similar agreement or arrangement having priority over, or ranked equal, to the securities under the Security Documents.

24.2 The Borrower agrees and will also cause the Security Party not to sell, charge, mortgage, assign, execute any form of debenture (whether fixed or floating), pledge or lien, lease, agree to lease, let, or part with possession of all or part of the Property, or raise money on the security of the Borrower's and/or the Security Party's rights in the Property, or deal with the Property in any manner without the Bank's prior written consent. The Security Documents will not affect any collateral security now or in future given to the Bank, whether the same is to secure full payment of the Indebtedness, and whether the security is taken as additional or collateral security or otherwise.

SECTION 25 LIENS AND OTHER SECURITY NOT AFFECTED

25.1 Nothing in this Agreement and/or the Security Documents will:-

- (a) affect any lien to which the Bank is entitled, or any other security which the Bank may from time to time hold for or on account of the Indebtedness; and
- (b) operate to merge or otherwise affect any bill, note, guarantee, mortgage, or other security which the Bank may for the time being have for any Indebtedness, or any right or remedy of the Bank.

SECTION 26 COVENANT TO PERFECT AND PROVIDE FURTHER SECURITY

- 26.1 The Borrower will, whenever required by the Bank, execute in favour of the Bank (or as the Bank may direct) all such legal or other mortgages, charges, assignments, transfers, or agreements as required by the Bank of and on the Borrower's estate, assets, or business, which now or in future will belong to the Borrower (including any vendor's lien) and the benefit of all licenses held in connection with such estate, assets, or business to secure the Indebtedness.
- 26.2 Such mortgages, charges, assignments, transfers, or agreements will be prepared by or on behalf of the Bank at the Borrower's cost, and will contain all terms and conditions required by the Bank to protect its interest.

SECTION 27 FURTHER ASSURANCE

- 27.1 The Borrower will, whenever required by the Bank, at the Borrower's own cost and expense make, sign, do and perform and cause to be made, signed, done and performed all such further acts, agreements, assignments, assurances, deeds, mortgages, charges and documents of any nature as reasonably required to perfect the security created or intended to be created under this Agreement and the Security Documents.

SECTION 28 SECURITY MARGIN

- 28.1 If the market value of the Property falls below what the Bank considers to be adequate security for the Housing Loan/Facility, the Bank may do any one or more of the following without affecting any other right which the Bank may have:-
- (a) reduce the credit limit of the Housing Loan/Facility;
 - (b) withhold further release or utilisation of any part of the Housing Loan/Facility;
 - (c) require the Borrower to make repayment of such amount of the Housing Loan/Facility as the Bank may decide upon;
 - (d) require the Borrower to make prepayment of the Housing Loan/Facility in which case the Bank will not charge the Borrower any prepayment fee; and/or

- (e) require additional security acceptable to the Bank to be provided for the Housing Loan/Facility.

SECTION 29 CONCURRENT PROCEEDINGS

- 29.1 The Borrower agrees that the obligations to pay and repay the Bank under this Agreement and the Security Documents are separate and independent obligations which give the Bank separate and independent rights and causes of action regardless of any waiver or indulgence which may have been granted by the Bank in respect of any one or more of those obligations.
- 29.2 Accordingly, the Bank shall have the right to exercise simultaneously and concurrently all or any of the remedies available to the Bank against the Borrower and/or the Security Parties and/or any other person as the Bank deems fit, whether by this Agreement or such other Security Documents or by statute or otherwise including without limitation by the sale or possession of any land pursuant to the Land Code and by civil suit, to recover the Indebtedness due and owing to the Bank by the Borrower and/or the Security Parties without having first resorted to any other remedy or having first sold or disposed of the Property.

SECTION 30 DISCHARGE OF SECURITY

- 30.1 If the whole of the Indebtedness is fully settled by the Borrower, then the Bank shall, without affecting the Bank's rights of consolidation, upon the request by the Borrower or the relevant Security Party made at any time after the whole of the Indebtedness is fully settled, discharge or release (which discharge and release must be prepared by a firm of solicitors, and must be in the form and substance as the Bank considers appropriate) at the cost and expense of the Borrower, the securities created and release to the Borrower or the relevant Security Party such security or other documents of title to such security provided:-
 - (a) the Borrower's liabilities and obligations under this Agreement shall not be discharged until the Borrower has received from the Bank an absolute discharge or release duly signed by the Bank, which absolute discharge or release and other security documents may, notwithstanding the Indebtedness has been fully settled, be withheld by the Bank until the cost and expense of the Borrower for the discharge or release have been paid in full; and
 - (b) any discharge or release of the securities created shall be deemed made subject to the condition that such discharge or release shall be void if any payment received by the Bank in respect of the Indebtedness is set aside under any applicable law or process to have been for any reason invalid.

SECTION 31 BORROWING AND CHARGING POWERS

- 31.1 Where any moneys are owing and secured by this Agreement and/or any Security Document which the Borrower is a party, they will be deemed to be so owing and secured regardless of any legal limitation, incapacity or otherwise of the Borrower:-
- (a) the Borrower's borrowing of the Housing Loan/Facility which might be a defence as between the Borrower and the Bank; or
 - (b) the Borrower's power to enter into this Agreement and/or any of the Security Document.

SECTION 32 AVOIDANCE OF SECURITY

- 32.1 The Bank's rights to recover from the Borrower the whole of the Indebtedness shall not be affected in any way whatsoever:-
- (a) by any assurance, security or payment which may be avoided under any law relating to winding-up or insolvency; and
 - (b) by any release, settlement or discharge given or made by the Bank on the basis of such assurance, security or payment;

any such release, settlement or discharge shall be taken to have been made on the condition that it will be void if any payment or security which the Bank may previously have received or may receive after this Agreement in respect of the Indebtedness is set aside under any applicable law or is found to be not valid for any reason whatsoever.

SECTION 33 ASSIGNMENT / TRANSFER OF SECURITY

- 33.1 The Bank can at any time assign all or any part of its rights, interests and obligations in this Agreement to any person or corporation. Following such assignment or transfer:-
- (a) the costs and expenses of the Bank and the assignee or transferee will be paid by the Borrower;
 - (b) the assignee or transferee will assume and be entitled to the rights, interests, and obligations of the Bank in this Agreement as if the assignee or transferee had been a party to this Agreement in place of the Bank;
 - (c) any recital or statement in this Agreement of the amount due to the Bank under or by virtue of this Agreement shall, in the absence of manifest error, be conclusive and binding for all purposes against the Borrower.
- 32.2 The Borrower cannot assign its rights or obligations under this Agreement.

SECTION 34 INDEMNITY

- 34.1 In addition and without affecting the powers, rights, and remedies granted under this Agreement, unless it is due to the Bank's gross negligence or wilful misconduct, the Borrower will indemnify the Bank against any loss or expenses (including legal expenses on a solicitor and client basis) which the Bank sustains or incurs because of –
- (a) any cancellation or failure of the Borrower to draw the whole or any part of the Housing Loan/Facility; or
 - (b) any prepayment of the Housing Loan/Facility or any part of it unless otherwise provided under this Agreement or the Letter of Offer; or
 - (c) any default in payment by the Borrower of any sum due under this Agreement, including any interest or fees paid or payable on account of, or in respect of, any funds borrowed or deposits from third parties in order to maintain the amount in default, or in liquidating or re-employing such funds or deposits; or
 - (d) the occurrence of any Event of Default.
- 34.2 The Bank's certification of the amount of the said loss or expenses will be conclusive and binding upon the Borrower unless there is any obvious mistake.

SECTION 35 INDEPENDENT PAYMENT OBLIGATIONS

- 35.1 The Borrower expressly agrees that each of its obligations to pay or repay under this Agreement or the Security Documents –
- (a) constitute separate and independent obligations and give rise to separate and independent causes of action;
 - (b) shall apply regardless of any waiver or indulgence given by the Bank for any other obligation and remain in full force and effect regardless of any judgment, order, claim or proof for a liquidated amount in respect of any other obligation; and
 - (c) can be relied upon and enforced by the Bank independently, or together with any other action under such obligations or under the Security Documents, and the Bank is not obliged to first use any other remedy available to the Bank.

SECTION 36 RIGHT TO DEBIT

- 36.1 The Bank can (but is not obliged to) at any time without affecting the Bank's other rights and remedies, debit the Borrower's current account or other accounts with the Bank and/or debit the balance of any overdraft

facility with all other monies due under and arising from the Housing Loan/Facility.

- 36.2 No debiting by the Bank of any of the above to the said accounts of the Borrower shall be treated or deemed to be payment of the amount so debited (except to the extent of any amount in credit in the Borrower's said accounts), or a waiver of any of Events of Default under this Agreement, or any other agreement relating to the Housing Loan/Facility.
- 36.3 If such debiting causes the Borrower's said accounts to be overdrawn, interest at the rate fixed by the Bank from time to time with monthly or other periodic rests (as the case may be) will be payable on the overdrawn amount.

SECTION 37 RIGHT OF SET-OFF

- 37.1 The Bank can at any time after the occurrence of an Event of Default or the making of a demand and notwithstanding any settlement of account or any other matter whatsoever, combine or consolidate all or any of the Borrower's then existing accounts (whether current, deposit, loan, credit card(s) or of any other nature whatsoever, whether subject to notice or not and whether in Ringgit or in any other currency) where ever situated, including accounts in the Borrower's name, or of the Borrower jointly with others.
- 37.2 In addition, the Bank, can, after giving seven (7) days' notice to the Borrower, set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any Indebtedness.
- 37.3 If any of the Borrower's liabilities are contingent, the Bank can set-off and transfer any sum standing to the credit of any of the Borrower's accounts towards the satisfaction of the Borrower's contingent liabilities and if the actual liabilities are less than the amount set-off by the Bank, the Bank will refund the surplus to the Borrower.
- 37.4 Where a combination set-off or transfer requires the conversion between the currencies, the conversion will be calculated at the Bank's then prevailing spot rate of exchange (as fixed by the Bank) for purchasing the currency for which the Borrower is liable.
- 37.5 Upon the issuance of the notice mentioned in Section 37.2, the Bank can earmark or to place a hold on any monies standing to the credit of all or any of the Borrower's accounts with the Bank prior to effecting the setting-off in Section 37.2, and the Borrower shall not be entitled to withdraw the monies without the Bank's prior written consent.

SECTION 38 SUSPENSE ACCOUNT AND PROOF OF DEBT

- 38.1 The Bank can place and keep any money received under this Agreement in a non-interest bearing suspense account for as long as the Bank thinks fit, without any obligation in the meantime to use any part of it towards discharging any liability due or incurred by the Borrower and/or the Security Party.
- 38.2 Regardless of such payment in Section 38.1, in the event of any proceedings in or analogous to bankruptcy or insolvency of the Borrower and/or the Security Party, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such payment in Section 38 until the Bank is in receipt from all sources the ultimate balance outstanding by the Borrower and/or the Security Party in full.
- 38.3 After the Bank has received the ultimate balance outstanding in full, any claim on the part of the Borrower and/or the Security Party to any excess or any security remaining with the Bank will be a matter of adjustment between the Bank and the Borrower and/or the Security Party and/or any other person or persons laying claim to the same.

SECTION 39 CHANGE IN THE BANK

- 39.1 The security, liabilities, and/or obligations created by this Agreement and the Security Document will continue to be valid and binding for all purposes, regardless of:-
- (a) any transfer or assignment of the Bank's business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in the Bank's constitution, or of any company by which the Bank's business is carried on, and will be available by the company carrying on that business; and
 - (b) any change (whether by insolvency/bankruptcy, death, incorporation, amalgamation, liquidation, reconstruction or otherwise) in the Borrower's name and/or the Security Party's name, style, constitution or composition.

SECTION 40 CHANGES IN CIRCUMSTANCES**40.1 Market Disruption**

Regardless of whatever is stated in this Agreement or any Security Document, if in the Bank's opinion there is any change in national or international monetary, financial, political or economic conditions, or currency exchange rates which would cause the continuation of the Housing Loan/Facility to be temporarily or permanently impractical or not commercially possible, the Bank can:-

- (a) at any time; and
- (b) upon notification in writing to the Borrower,

if the notification is given prior to any disbursement, no drawdown will be made and if such notification is given after a partial disbursement, the Bank may explore with the Borrower an alternative arrangement, failing which:-

- (i) the Housing Loan/Facility shall be cancelled;
- (ii) the total aggregate principal amounts outstanding under the Housing Loan/Facility together with interest and all other sums payable under this Agreement will immediately become due and payable on demand;
- (iii) the Bank's obligations under this Agreement or any Security Document shall terminate.

40.2 Illegality

If any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof by any governmental or other authority charged with the administration, request or requirement (whether or not having the force of law) of any governmental or other authority in Malaysia make it or makes apparent that it is unlawful or impracticable for the Bank to grant or continue to grant the Housing Loan/Facility or any part thereof or to charge or receive interest at the rate applicable upon the terms and conditions contained in the Letter of Offer and/or this Agreement, then:-

- (a) the Bank will comply with the applicable law, regulation or regulatory requirements or the interpretation or application thereof in such manner as the Bank deem fit;
- (b) the Bank will notify the Borrower, and following that notification the Housing Loan/Facility and the Bank's obligations under the Housing Loan/Facility will be suspended immediately; and
- (c) the Borrower must following such notice from the Bank, prepay the Housing Loan/Facility together with accrued interest and all other amounts payable to the Bank on the date required by the Bank to enable the Bank to comply with the relevant law; and
- (d) the Bank will have no further obligations under the Housing Loan/Facility, which will be deemed cancelled.

40.3 Circumstance beyond the Bank's control

The Borrower agrees that the Bank will not be liable in any way to the Borrower for any loss, injury or damage or inconvenience caused to the Borrower, which the Borrower may suffer, whether directly or indirectly as a result of any failure by the Bank to perform or is unable to perform any of the Bank's obligations under the Letter of Offer, this Agreement or any Security Document or to carry out any of the Bank's usual business operations or to provide any service due to any reason beyond the Bank's control including, but not limited to:-

- (a) any strike, lock-out, industrial dispute, boycott, blockade, sanction, war, hostilities (whether war is declared or not), terrorist activity, insurrection, riot or civil commotion or unrest;

- (b) any fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbance, industrial dispute, act of terrorism, embargo, war or Act of God;
- (c) any failure, stoppage or disruption of any telecommunication services, internet, electricity supply, water supply or fuel supply;
- (d) any action or inaction of any governmental, local or other authority; or
- (e) any circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents the Bank from performing any of the Bank's obligations under this Agreement or any Security Document.

SECTION 41 MODIFICATION AND INDULGENCE

41.1 The Bank expressly consents and agrees that the Bank may at any time and without in any way affecting the validity of the security, liabilities and obligations created under this Agreement and the Security Documents:-

- (a) determine, change or increase the Housing Loan/Facility granted to the Borrower and may open and/or continue any account or accounts whatsoever with the Borrower at any office of the Bank;
- (b) grant to the Borrower and/or the Security Party any time or indulgence;
- (c) renew any bills, notes or other negotiable securities;
- (d) deal with, exchange, release, modify, or abstain from perfecting or enforcing any Security Document or rights the Bank may now or in the future have from or against the Borrower and/or the Security Party or any other person;
- (e) compound with the Borrower and/or the Security Party and/or any other person;
- (f) at the request of the Borrower and/or Security Party accept payment of any monies due or becoming due under this Agreement by such increased or reduced instalments as may be agreed, or agree to suspend payments in reduction of principal or give such further time for payment or grant such indulgences as may be agreed;
- (g) grant further facilities to the Borrower, reinstate, vary, interchange, substitute or convert the Housing Loan/Facility or any of them, or any of the principal limits or sub-principal limits of the Housing Loan/Facility; and/or
- (h) have recourse to all or any remedies or means for recovering the monies hereby secured which may be available for such purpose at such time and in such order and manner as the Bank may fit.

41.2 If the Bank at any time and from time to time grants additional or further banking

facilities or vary or substitute the Housing Loan/Facility (or any of them if more than one) with any other banking facility upon such terms and conditions as may be prescribed by the Bank, all the provisions of this Agreement and the Security Documents, except for those provisions which are inconsistent with the terms and conditions prescribed by the Bank for the additional or further banking facilities or varied or substituted Housing Loan, shall continue to apply unless otherwise stated by the Bank.

SECTION 42 SANCTIONS

- 42.1 The Borrower must provide and disclose to the Bank within such time prescribed by the Bank, any information which the Bank 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.
- 42.2 Pending the Bank's receipt of the information from the Borrower and until the Bank has verified the information to the Bank's satisfaction, the Bank is not obliged to proceed with any transactions or disbursements.
- 42.3 The Borrower declares and undertakes to the Bank that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. The Bank 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 the Borrower.

SECTION 43 RETENTION OF RECORDS

- 43.1 The Borrower agrees that the Bank is not obligated to maintain any records of the Borrower's account, including but not limited to the Security Documents, transaction documents, statements of account, correspondences or documents provided to the Bank by the Borrower or any other third party, exceeding any retention period as set out under the Bank's internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over the Bank.

SECTION 44 VARIATION

- 44.1 The Borrower acknowledges and agrees that the provisions of this Agreement and the Security Documents, and the availability, limits, interest rates, commission, fees and charges of and relating to the Housing Loan/Facility are subject to the following and if there is a change in any fees and charges, the

Bank will, unless otherwise provided in this Agreement or the Letter of Offer, give the Borrower twenty-one (21) days' prior notice before the change takes effect:-

- (a) guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over the Bank; and
- (b) the Bank's review and variation from time to time.

SECTION 45 CESSATION OF RELATIONSHIP

45.1 The cessation of the banker-customer relationship between the Bank and the Borrower will not in any circumstances or in any manner affect the Bank's right to capitalize any interest payable on any outstanding balance.

SECTION 46 CERTIFICATE

46.1 Any certificate or statement issued by the Bank showing the outstanding amount due and owing from the Borrower to the Bank in relation to the Housing Loan/Facility will be conclusive evidence as to the amount outstanding due and owing from the Borrower to the Bank in relation to the Housing Loan/Facility. This certificate or statement will be binding on the Borrower for all purposes whatsoever including for the purposes of any legal proceedings.

SECTION 47 DISCLOSURE OF INFORMATION

47.1 The Borrower agrees and consents that the Bank (including the Bank's officials, employees, agents or any other persons who the Bank grants access to their records, correspondence or any material relating to the Borrower and/or the Security Party or the Housing Loan/Facility) can and has the authority to disclose at any time without notifying the Borrower and/or the Security Party, whether before or after any disclosure, any information relating to the Borrower and/or the Security Party, the Borrower's and/or the Security Party's accounts with the Bank and the Housing Loan/Facility, and this Agreement to the following persons:-

- (a) any members of the Group for any of the following purposes:-
 - (i) providing the Borrower and/or the Security Party with banking services;
 - (ii) reporting or data matching;
 - (iii) improving and furthering the provision of other services by the Bank;
 - (iv) fraud or crime prevention or investigating, preventing or otherwise in relation to money laundering and criminal activities;

- (v) debt collection or outsourcing of the Bank's operations;
 - (vi) performance of duties as an officer of the Bank or in connection with the conduct of audit or the performance of risk management;
 - (vii) facilitating the performance of the Bank's or any member of the Group's functions;
 - (viii) compliance with the Group's policies, guidelines, directives or requirements or any corporate exercise;
 - (ix) any legal process initiated by or served on the Bank;
- (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank 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, which the Bank engages 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) the Bank's auditors, solicitors, and professional advisors;
- (g) the Bank's stationery printers, vendors of the computer systems the Bank uses, and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank may engage;
- (h) any receiver the Bank appoints or appointed by any other party;
- (i) any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Borrower and/or the Security Party and the Bank, 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 the Borrower's and/or the Security Party's 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 the Bank approves, 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;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any member of the Group;
- (n) any person to whom the Bank, or any member of the Group, is permitted or required to disclose to under the laws of any country;
- (o) any person intending to settle any moneys outstanding under the Housing Loan/Facility;
- (p) any person in connection with enforcing or protecting any right under this Agreement or any Security Documents;
- (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank; and
- (r) any Security Party.

47.2 The Borrower agrees that no disclosure of information and/or provision of any documents made pursuant to Section 47.1 shall render the Bank (including the Bank's officials, employees, agents or any other persons who the Bank grants access to their records, correspondence or any material relating to the Borrower and/or the Security Party or the Housing Loan/Facility) to be liable in any manner under any law, including the provisions of the Financial Services Act 2013 and the Companies Act 2016.

SECTION 48 COMPLIANCE WITH COURT ORDERS

48.1 The Bank and the Group can act in any way they see fit, without consulting the Borrower beforehand, if they are served with a court order issued by a court of any jurisdiction. The Borrower agrees not to hold the Bank or the Group liable for any loss or damage in connection with their actions.

SECTION 49 BINDING ON HEIRS

49.1 This Agreement will be binding on the Borrower's heirs, personal and legal representatives and successors in title and on the Bank's successors-in-title and assigns of the Bank.

SECTION 50 TIME OF THE ESSENCE

50.1 Time, wherever referred to in this Agreement, shall be of the essence of this Agreement.

SECTION 51 BANK'S RIGHT TO MAKE ADJUSTMENTS

51.1 The Bank has the right to adjust the entries in its records or the account statement if there is any error or missing entries.

SECTION 52 SEARCHES

52.1 The Bank may but is not obliged to conduct insolvency/bankruptcy/winding up searches or credit related searches from any credit reference agencies, database or system on any person, including but not limited to the Borrower and the Security Party, before and at any time after the disbursement of any of the Housing Loan/Facility.

52.2 The Borrower consents, and shall cause the Security Party to consent to the Bank carrying out such searches in Section 52.1 on the Borrower and the Security Party to the extent permitted by law and all charges incurred in connection with bankruptcy/winding up searches will be borne and paid by the Borrower.

SECTION 53 DATA PROTECTION

53.1 The Borrower hereby confirms that the Borrower has received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank (which is available at the Bank's branches as well as at the Bank's website at www.uob.com.my) and the sections in this Agreement as may relate to the processing of the Borrower's Personal Data. For the avoidance of doubt, the Borrower agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

53.2 The Borrower agrees and consents that the Bank and any member of the Group may collect, store and disclose to persons from whom the Bank or any member of the Group receive or make payments on behalf of the Borrower and to governmental authorities as required by law or other agreement by or between governments and also to transfer the Personal Data outside Malaysia. The Borrower's consent shall be effective notwithstanding any applicable non-disclosure agreement. All Personal Data held by the Bank 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.

53.3 In the event the Borrower provides Personal Data relating to third parties, including data relating to their next-of-kin and dependents (where the Borrower is an individual) or data relating to their directors, shareholders, officers,

individual guarantors and security providers (where the Borrower is a corporation), for the purpose of the Housing Loan/Facility, the Borrower:

- (a) confirms that the Borrower has obtained their consent and waiver necessary or is otherwise entitled to provide this data to the Bank and for the Bank to use it in accordance with this Agreement and/or the Housing Loan/Facility and that the Borrower will secure such consents and waivers in advance of providing similar information to the Bank in the future;
- (b) undertakes that the Borrower has informed the said third parties to read the Privacy Notice at the Bank's website www.uob.com.my;
- (c) has informed the said third parties:-
 - (i) that the Bank may collect or verify their personal and financial data with third party sources;
 - (ii) that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Notice;
- (d) agrees to ensure that the personal and financial data of the said third parties is accurate;
- (e) agrees to update the Bank in writing in the event of any material change to the said personal and financial data; and
- (f) agrees to the Bank's right to terminate the Housing Loan/Facility should such consent be withdrawn by the said third parties.

53.4 Where the Borrower instructs the Bank 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 the Bank and/or the Bank's agents to enter into any cross-border transaction on the Borrower's behalf, the Borrower agrees to the above said disclosures on behalf of the Borrower and others involved in the said cross-border transaction.

53.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Bank or the Group (whether in or outside Malaysia), the Borrower agrees that the Bank and the Group, and the Bank's merchants and strategic partners may contact the Borrower about products, services and offers, which the Bank believes may be of interest to the Borrower or benefit the Borrower financially. Notwithstanding the foregoing, the Bank will only disclose the Borrower's Personal Data (excluding data relating to the Borrower's affairs or account) to the Bank's merchants and strategic partners where the Borrower's express prior consent has been obtained.

- 53.6 The Borrower may choose not to receive any direct marketing materials from the Bank or the Group by writing in to the Bank at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by the Bank) with the Borrower's request and the Bank will abide by the Borrower's latest written instructions to the Bank.
- 53.7 The Borrower acknowledges that certain communications such as statements of account and the Bank's websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/provision of the Bank's services and/or products, the operation of the Banking Facilities and/or without imposing additional costs to the Borrower.
- 53.8 The Borrower is entitled to request in writing:
- (a) for any information in relation to the Borrower's Personal Data that the Bank holds or stores, upon payment of a prescribed fee;
 - (b) for any information held or stored by the Bank to be updated, amended and/or corrected;
 - (c) for the Bank to limit the processing of the Borrower's Personal Data held or stored by the Bank; and
 - (d) to make an enquiry or complaint in respect of the Bank's processing of the Borrower's Personal Data.

For requests under (a) or (b), the Borrower may make a request to the Bank via the Bank's Data Access Request Form or Data Correction Request Form respectively. These forms are available at the Bank's branches as well as at the Bank's website at www.uob.com.my.

The Borrower may direct all the Borrower's requests to any of the Bank's branches or 'Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

The Bank may charge a fee for processing the Borrower's request for access or correction. The Bank may also refuse to comply with the Borrower's request in respect of (a) or (b) above if the information supplied by the Borrower is insufficient (as determined by the Bank) or where such request may breach or violate any law or regulation or any other reason which the Bank deems not to be in the Bank's interest to do so. If the Bank refuses to comply with such request, the Bank will inform the Borrower of the Bank's refusal and reason for the Bank's refusal.

- 53.9 The Borrower is responsible for ensuring that the information the Borrower provides the Bank is accurate, complete and not misleading and that such information is kept up to date.
- 53.10 The Borrower acknowledges that if the Borrower subsequently withdraws the Borrower's consent to process the Borrower's Personal Data as given earlier to

the Bank, as the Bank will not be able to process and/or disclose the Borrower's Personal Data in relation to the purposes set out in the Privacy Notice, the Bank 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.

- 53.11 The Bank reserves the right to amend this section from time to time and shall provide prior notification to the Borrower in writing and place any such amendments on the Bank's websites or by placing notices at the banking halls or at prominent locations within the Bank's branches or by such other means of communication deemed suitable by the Bank.
- 53.12 This section shall be without prejudice to any other section in this Agreement which provides for the disclosure of data.

SECTION 54 COMPLIANCE WITH FATCA

54.1 The Borrower shall:-

- (a) 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 the Bank or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments; and
- (b) notify the Bank in writing within thirty (30) days of any change that affects the Borrower's tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

54.2 The Borrower represents and warrants that the Borrower has provided to the Bank all documentation or other information as may be required by the Bank 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 the Bank in writing or otherwise.

The Borrower further acknowledges that any failure on the Borrower's part to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Borrower recalcitrant and/or reportable and take all necessary action against the Borrower in order for the Bank 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.

54.3 The Borrower consents to the collection, storage, and disclosure by the Bank or any member of the Group of any Personal Data to persons from whom the Bank or any member of the Group receive or make payments on behalf of the Borrower and to governmental authorities as required by law or other agreement by or between governments. The Borrower's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Borrower represents that the Borrower has secured from any third party whose information

is provided to the Bank any consents and waivers necessary to permit the Bank or any member of the Group to carry out the actions described in this Section, and that the Borrower will secure such consents and waivers in advance of providing similar information to the Bank in the future.

- 54.4 The Borrower agrees and acknowledges that the Bank is 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 the Borrower's income is reportable and some is not, the Bank will report all income unless the Bank can reasonably determine the reportable amount. The Borrower hereby authorises the Bank 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 FATCA.
- 54.5 The Bank or any member of the Group, may take whatever action the Bank 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 the Borrower's 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 the Borrower's account(s) and transferring it to such tax authorities. If the Bank is not satisfied that a payment in or out of the Borrower's account(s) is lawful, the Bank may refuse to deal with it.
- 54.6 To the fullest extent as may be permitted by law, the Bank will not be liable to the Borrower for any losses, costs, expenses, damages, liabilities the Borrower may suffer as a result of the Bank complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if the Bank make an incorrect determination as to whether or not the Borrower should be treated as being subject to tax or tax reporting obligations.
- 54.7 This Section 54 will override any inconsistent term or consent provided by the Borrower under any agreement with the Bank to the extent that such agreement provides fewer or lesser rights for Bank, whether before or after the date of this Agreement. This Section 54 shall be without prejudice to any other section in this Agreement which provides for the Bank's right to request for information or disclosure of data.

SECTION 55 SEVERABILITY

- 55.1 If any of the provisions in this Agreement is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Agreement and will not affect the remainder of this Agreement, which will continue to be effective and in force.

SECTION 56 NON-WAIVER

- 56.1 The Borrower agrees that if the Borrower breaches any of the terms and conditions governing the Housing Loan/Facility or the Property, the Bank may decide not to exercise any right which the Bank may have in relation to the Borrower's breach.
- 56.2 Any decision of the Bank not to exercise any right which the Bank may have in relation to the Borrower's breach is not to be treated as a waiver of the Bank's rights and the Bank retains the right at any time afterwards to strictly enforce or to insist on the Bank's rights in relation to that breach or any subsequent breach by the Borrower.

SECTION 57 NON-ACQUIESCENCE

- 57.1 The Borrower agrees that, even if the Bank may not have exercised any remedy available to the Bank immediately upon default by the Borrower or even if the Bank may have accepted moneys from the Borrower or any Security Party after such default, the Bank shall not be held to have acquiesced to such default and the Bank may at any time after that exercise all or any of the remedies available to the Bank under this Agreement, the Security Documents and any applicable law. Any delay on the part of the Bank in taking steps to enforce the remedies available to it under this Agreement, the Security Documents or any applicable law shall not in any way affect the Bank's right to take those steps.

SECTION 58 CUMULATIVE REMEDIES

- 58.1 The rights, remedies, powers, and privileges provided under this Agreement are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

SECTION 59 PRESERVATION OF RIGHTS AND ENTITLEMENT

- 59.1 The Borrower agrees that, regardless of what is stated anywhere else in this Agreement or the Security Documents, the Bank's rights as stated in this Agreement or the Security Documents will continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Housing Loan/Facility by the Bank.

SECTION 60 GOVERNING LAW

- 60.1 This Agreement and the Security Documents are to be governed by and interpreted in accordance with the laws of Malaysia and the Borrower agrees that, upon the Borrower's acceptance of the Housing Loan/Facility, the Borrower is deemed to have unconditionally and irrevocably:-

- (a) agreed that any dispute involving this Agreement and the Security Documents may be submitted to the courts of law within and outside of Malaysia;
- (b) agreed 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
- (c) consented to the service on the Borrower of any demand by the Bank and of any court documents by registered mail or by any other manner allowed by the relevant laws.

SECTION 61 LEGAL ADVICE

- 61.1 The Borrower confirms, represents and warrants to the Bank that in the execution and delivery of this Agreement, the Borrower has sought, obtained and relied upon its own independent legal advice and has not relied upon any representation, statement or advice from the solicitors, agents or officers of the Bank.

- End of Page -

Part C
(Additional Events of Default)

(i) Debt Service Ratio

If there is any change in the debt service ratio of the Borrower which might, in the opinion of the Bank, affect the ability of the Borrower to repay the Housing Loan/Facility.

“Debt Service Ratio” is computed based on all outstanding debt obligations of the Borrower as against the income of the Borrower as declared to the Bank based on the documents and information submitted.

Part D
(Initial Letter of Offer)

EXECUTION

BORROWER

Signed by the Borrower)
in the presence of:)

BANK

Signed for and on behalf of **UNITED**)
OVERSEAS BANK (MALAYSIA) BHD.)
by its duly authorised representative)
in the presence of:

5	Margin	% per annum or such other rate that the Bank may prescribe at any time.
6	Property	

* If security is a charge

If security is a Deed of Assignment