



**UNITED OVERSEAS BANK (MALAYSIA) BHD**  
**[Registration No. 199301017069 (271809-K)]**

**GUARANTEE**  
**(Individuals and/or Companies)**

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To : **UNITED OVERSEAS BANK (MALAYSIA) BHD**  
[Registration No. 199301017069 (271809-K)]

In consideration of you having made available, making available or continuing to make available Islamic financing facilities or other accommodation (referred to in this Guarantee as “**Facilities**”); or having granted, granting or continuing to grant time and/or indulgence in any manner and for as long as you may at your sole discretion consider fit to the person named and described in **Section 2 of the Schedule** (who is referred to in this Guarantee as “**the Customer**”) at our request and/or desire, we, the person or persons whose named and particulars are described in **Section 3 of the Schedule** and signing this Guarantee (who are referred to in this Guarantee as “**the Guarantors**”) hereby irrevocably and unconditionally agree with you and guarantee you as follows:-

**1. DEFINITIONS AND INTERPRETATION**

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

**1.1 Definitions**

- 1.1.1 “**Authorised Persons**” means any person we authorise (either alone or collectively), and notified to you in writing, to operate any account we may have with you, and to act on our behalf in giving instructions, to perform any acts under any agreement between you and us, or to use any facility, product or service you make available to us;
- 1.1.2 “**Group**” means your branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes you;
- 1.1.3 “**Indebtedness**” means the aggregate of all monies, obligations and liabilities, whether principal, profit, commission, fees, costs, charges or expenses outstanding or payable or agreed to be payable by the Customer and/or any other Security Party to you from time to time in whatever currency in respect of the Facilities or any account and includes all liabilities incurred by the Customer to you, whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety together with compensation (*ta’widh*) (both before and after any demand or judgment and regardless whether the banker-customer relationship between you and the Customer and/or us has ceased or been terminated) up to the date of payment from time to time, commissions, fees and other charges and all legal and other costs charges and expenses incurred by you (including for the enforcement of this Guarantee and any other securities) in relation to the Customer and/or us on a full indemnity basis;

- 1.1.4 **“Personal Data”** may include, but is not limited to, our name, address, occupation, contact details, information captured on security systems (including a recording of our image on Closed Circuit Television (CCTV)), the information contained in any of our account(s) we may have with you either singly or jointly with any other person, the type of products and/or services that we have subscribed to with you and such other necessary data regarding us and our transaction(s) with you;
- 1.1.5 **“Security Party”** means any person (which may include the Customer) creating or giving any security to you as security for the payment of the Indebtedness.
- 1.1.6 **“the Guarantors”** means the person or persons whose name and particulars are described in **Section 3 of the Schedule** and signing this Guarantee;
- 1.1.7 **“this Guarantee”** means this guarantee as may from time to time be amended, varied or supplemented, and includes: (i) the Schedule to this Guarantee (ii) any document from time to time which amends, varies or supplements this Guarantee, and (iii) any document which is expressed to be supplemental or collateral to this Guarantee or which is entered into pursuant to this Guarantee;
- 1.1.8 **“we/our/ours/us”** means and refers to the person or persons who are the Guarantors and signing this Guarantee; if this Guarantee is signed by more than one person, “we/our/ours/us ” refers to all those persons jointly and severally so that the obligations and liabilities of those persons are also joint and several; and
- 1.1.9 **“you/yours”** means and refers to **United Overseas Bank (Malaysia) Bhd** [Registration No. 199301017069 (271809-K)].

## 1.2 **Interpretations**

- 1.2.1 words referring to the singular number include the plural number and vice versa and all plural nouns shall include the singular and vice versa and in particular, “we”, “us”, “our”, “ours” and cognate expressions of those words, wherever used, mean all of us and any or each of us and includes the singular number so that if this Guarantee is signed by only one person, “we”, “us”, “our” and “ours” are to be read as “I”, “me”, “my” and “mine” respectively;
- 1.2.2 words importing the masculine gender include feminine and neuter genders and vice versa;
- 1.2.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
- 1.2.4 the headings to the Clauses of this Guarantee are for ease of reference only and should not be taken into account when interpreting anything in this Guarantee;

## 2. PAYMENT ON DEMAND

- 2.1 We irrevocably and unconditionally guarantee to pay to you on demand the Indebtedness owing to you by the Customer, whether or not the whole or part of the Indebtedness have actually become owing to you or have not yet become owing to you.
- 2.2 As a separate and independent obligation from our obligations under Clause 2.1, we irrevocably and unconditionally agree to indemnify and keep you indemnified against all claims, costs, charges, expenses, losses and liabilities suffered or incurred by you arising from or in connection with your agreeing to make, making or having made or continuing to make available any Facilities or other accommodation to the Customer or that the Customer fails for any reason whatsoever to pay to you the Indebtedness or any part of it as and when the same is due as if we were the principal debtors.

## 3. LIMIT OF THIS GUARANTEE

The aggregate principal sum of the Indebtedness recoverable from us under this Guarantee shall be the sum stated in Section 4 of the Schedule or its equivalent in any currency you may choose as at the date of payment together with:-

- 3.1 profit, commission, fees, costs or charges outstanding or payable by the Customer and/or any other security party to you;
- 3.2 all costs, charges and expenses which may have been incurred by you as set out in Clause 2 of this Guarantee; and
- 3.3 all fees and other costs and expenses (including legal fees on a solicitor-client basis), compensation (*ta'widh*) incurred and may be incurred in enforcing or recovering payment of, or enforcing any security, guarantee (including this Guarantee), right or remedy for, all or any of the Indebtedness.

## 4. REPRESENTATIONS AND WARRANTIES

As a condition for your acceptance of this Guarantee in connection with the Indebtedness, we hereby represent, warrant and undertake as below which representations, warranties and undertakings are to continue from the date hereof and for as long as this Guarantee is not terminated or the Indebtedness is not satisfied in full:-

- 4.1 this Guarantee has been validly created and constitutes a valid and legally binding obligation on us and is enforceable in accordance with its terms;
- 4.2 our creation of this Guarantee and our performance and observance of the obligations under this Guarantee do not and will not:-
- 4.2.1 contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which we are subject;
- 4.2.2 conflict with or result in any breach of any of the terms of or constitute a default under any agreement, arrangement or other

- instrument to which we are a party or are subject or by which we or any of our properties are bound;
- 4.2.3 contravene or conflict with any provision of our Constitution (if a company or corporation); or
- 4.2.4 result in the creation or imposition of or oblige us to create any charge or other encumbrance on any of our assets, rights or revenues;
- 4.3 we and all our subsidiaries (if a company or corporation) are not involved in any illegal activities and/or non-Shariah compliant activities and all moneys and properties provided to you are not derived in any way from illegal and non-Shariah compliant activities;
- 4.4 we and all our subsidiaries (if a company or corporation) are not in default in respect of any material financial commitment or obligation including, but not limited to, any guarantee, indemnity, bond or other similar obligation; we and all our subsidiaries (if applicable as aforesaid) are also not in breach of any agreement, arrangement or statutory or other legal requirement to an extent or in a manner which might have a material adverse effect on our and our subsidiaries' financial condition (if applicable as aforesaid) taken as a whole;
- 4.5 we and all our subsidiaries (if a company or corporation) are not involved in any action, suit, arbitration or proceeding; nor to our knowledge is any such action, suit, arbitration or proceeding pending or threatened which has or could have a material adverse effect on our and our subsidiaries' financial condition (if applicable as aforesaid) taken as a whole;
- 4.6 our obligations under this Guarantee will rank at all times at least equally without preference with all our other existing and future indebtedness, obligations and liabilities, actually due or not yet due or contingent, except those which the law ranks as preferred in a insolvency, winding-up or any analogous proceedings;
- 4.7 all information furnished to you and the Customer in connection with the Customer's application for the Facilities with you do not contain any untrue statement or omit any fact the omission of which makes any statement made in the application, in the light of the circumstances under which they were made, misleading; we are not aware of any material facts or circumstances that have not been disclosed to you which might, if disclosed, adversely affect your decision to grant the Facilities to the Customer and/or to take this Guarantee from us as security;
- 4.8 no litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceedings or claims which may have an adverse effect on us is presently in progress or pending or, to the best of our knowledge, information and belief, threatened against us or any of our assets or which will adversely affect the financial condition or operations of our subsidiaries (if a company or corporation) taken as a whole;
- 4.9 if we are individuals:-
- 4.9.1 (i) we have all necessary powers and capacity to enter into and perform and will perform all our obligations under this Guarantee;

- (ii) all necessary actions to enable us to execute, deliver and perform our obligations under this Guarantee have been taken and we have obtained and will maintain in full force and effect all necessary consents, licenses and authorities; (iii) no limitation on our power to give guarantees will be exceeded as a result of this Guarantee;
- 4.9.2 no steps have been taken or any legal proceedings or applications have been started or threatened against us to make us an insolvent; and;
- 4.9.3 we have not been charged or convicted for any criminal offences or have any criminal records; and
- 4.10 if we are a company or corporation:-
  - 4.10.1 (i) we are duly incorporated and have all the necessary powers, capacity and are duly authorised to enter into and perform and will perform our obligations under this Guarantee; (ii) all necessary actions to enable us to execute, deliver and perform our obligations under this Guarantee have been taken and we have obtained and will maintain in full force and effect all necessary consents, licenses and authorities; (iii) no limitation on our powers to give guarantees will be exceeded as a result of this Guarantee;
  - 4.10.2 it is commercially beneficial to us to execute, deliver and perform our obligations under this Guarantee, which does not contravene or violate any law in Malaysia, in particular, Sections 224 and 225 of the Companies Act 2016 of Malaysia or any other provisions thereof;
  - 4.10.3 none of your directors, controlling shareholders, officers and their respective close relatives is a director, Shariah Committee members, partner, executive officer, agent or guarantor of the Customer and/or subsidiaries/entities controlled by the Customer. For the purpose of this Clause 4.10.3, “**close relatives**” refers to spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses; and
  - 4.10.4 no steps have been taken or any legal proceedings or applications have been started or threatened against us (i) to restructure our debts under Section 370 of the Companies Act 2016; (ii) for our dissolution; or (iii) for the appointment of a receiver, trustee or similar officer in respect of our assets.

## 5. CONTINUING SECURITY

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

- 5.1.1 we or the Customer dies, becomes insane, insolvent, wound up, whether voluntary or otherwise, undergoes liquidation, or is incapacitated in any other way;
- 5.1.2 you, we and/or the Customer, change your, our and/or the Customer's respective names and/or constitution;
- 5.1.3 any partner ceases to be a partner of the Customer or if any new partner joins the Customer; or
- 5.1.4 there has been full settlement of any account of the Customer;

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

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

This Guarantee is in addition to, will not to be merge with or will affect or be affected in any way by any other right, remedy, guarantee, indemnity or any other form of security whatsoever (whether by way mortgage, charge, lien or otherwise) which you may now or after the date of this Guarantee hold from us, the Customer or any other party for the Indebtedness and may be enforced or call upon now or at any time after the date of this Guarantee.

## 7. **PAYMENTS IN GROSS**

- 7.1 All moneys received by you for or on behalf of the Customer's account, whether received:-
  - 7.1.1 from the Customer, us or from any other person;
  - 7.1.2 from the realization of any security held by you or on your behalf;  
or
  - 7.1.3 for the purpose of being applied in or towards reduction of the amount of the Indebtedness owing to you;

may be treated by you as payments in gross, that is, you do not have to allocate or apply any part of the moneys received by you towards payment of any specific item of the Indebtedness owing to you even if that part of the moneys was meant by the person who made the payment for payment towards a specific item of such Indebtedness.

- 7.2 All securities held by you, whether at present or later, may be treated by you as security for all the Indebtedness owing to you by the Customer. We will not make or try to make any claim whatsoever on those securities, any part of those securities, or any interest in those securities, unless and until we have paid to you all the Indebtedness.

## 8. **SUSPENSE ACCOUNT**

You may, without being obliged to do so and whether or not the Customer has become insolvent, place any moneys received by you under this Guarantee in a non-profit/*hibah* (gift) bearing suspense account for so long as you deem fit without having to apply those moneys or any part of them towards the payment of any part of the Indebtedness owing to you by the Customer.

## 9. **PROOF OF DEBT**

9.1 If the Customer becomes insolvent or if the Customer is wound-up or liquidated, you may file proof of debt in the insolvency, winding-up or liquidation of the Customer for the whole amount of the Indebtedness; specifically, you may exclude our rights to be subrogated to you in respect of any payments which we may have made to you under this Guarantee and any money whatsoever received by you as a result of your proof of debt in the insolvency, winding-up or liquidation of the Customer will not be treated as having been received under this Guarantee or to reduce our liability to you under this Guarantee in any way.

9.2 We shall remain liable under this Guarantee until you have received from all sources the full amount of the Indebtedness. After you have received such full amount of the Indebtedness, any claim which we may have to any balance or to any security still remaining with you will be a matter of adjustment amongst you, us and any other person having any claim to such balance or security.

## 10. **CONTINUATION OF CUSTOMER'S ACCOUNTS**

10.1 Upon your receipt of notice of termination of this Guarantee or this Guarantee ceases to continue in respect of further liabilities to be incurred subsequent to such termination or for any other reason, you shall be at liberty without thereby affecting your rights and remedies under this Guarantee to open such new account(s) and/or to continue any existing account(s) with the Customer.

10.2 Unless the persons making any payments specifically direct you otherwise in writing at the time of payment, no moneys paid to you from time to time by or on behalf of the Customer into the account(s) referred to in Clause 10.1 shall, on settlement of our liability under this Guarantee, be appropriated towards or have the effect or payment of any of the Indebtedness due from the Customer at the time when this Guarantee is determined.

## 11. **MODIFICATION AND INDULGENCE**

This Guarantee will not be affected in any way and we will not be released or excused from any of our liabilities or obligations under this Guarantee by any of the following:-

11.1 any termination, increase, reduction or variation to the Facilities granted to the Customer whether or not you have given to us any prior notice or obtained our prior consent;

- 11.2 any security whatsoever, including other guarantees, which you may, now or at any time after the date of this Guarantee, hold in respect of the Customer whether or not the security is given by us or by any other person for any moneys whatsoever whether or not the moneys are guaranteed under this Guarantee;
- 11.3 any variation, exchange, renewal, release or modification of any security whatsoever, including other guarantees, which you may, now or at any time after the date of this Guarantee, hold in respect of the Customer;
- 11.4 any refusal or neglect by you to complete, enforce or assign any judgment or security whatsoever, whether or not any moneys due to you under the judgment or security have been fully paid;
- 11.5 any extension of time, concession, waiver or other indulgence given to the Customer and/or to any other person, including us and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.6 any failure by you to enforce any of your rights, whether intentionally or unintentionally, against the Customer and/or any other person, including us and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.7 any compromise, composition or arrangement which you may make with the Customer and/or any other person, including ourselves and any party to any security document entered into with you, whether or not you have given notice to us or obtained our consent;
- 11.8 the continuing and/or the opening and operation of any other account whatsoever with the Customer at any of your offices or branches;
- 11.9 the granting of any other facilities whatsoever to the Customer and/or the variation of such facilities including, but not limited to, replacing, adding to, increasing or reducing such facilities in any way whatsoever; or
- 11.10 any release or discharge given to any one or more co-guarantors, including any one or more of us if this Guarantee is signed by more than one person, whether or not you have given notice to us or obtained our consent.

## **12. CONCURRENT PROCEEDINGS**

You are free to require us to pay the Indebtedness without first having to take any proceedings to enforce such payment against the Customer. You are also entitled, but have no obligation:-

- 12.1 to resort to any other means of payment for your own benefit and in any order as you think fit without our liability to you under this Guarantee being reduced or affected in any way; and
- 12.2 to enforce this Guarantee against us for the payment of whatever moneys still owing to you by the Customer at any time, whether or not you have resorted to other means of payment.

### 13. RIGHT OF SET-OFF

For as long as there are any moneys whatsoever still owing to you by the Customer, we hereby consent and agree that:-

- 13.1 you have the right, if an event of default (as provided in any documents pertaining to the Facilities) has occurred or if you are making a demand on us for those moneys, to immediately combine or merge our liabilities to you under this Guarantee with all or any of the accounts we now and later have with you without giving us any prior notice;
- 13.2 you may, after giving us seven (7) days' notice, to set-off or transfer any moneys standing to the credit of all or any of the accounts we now and later have with you in or towards the satisfaction of any of our liabilities to you under this Guarantee, whether such liabilities are current, future, actual, contingent, primary, collateral, several or joint in nature; if any moneys standing to the credit of those accounts is not in the same currency as our liabilities, you have the right at any time to convert those moneys to the currency of our liabilities at your spot rate of exchange, as at the time you exercise this right, which we will not challenge in any way;
- 13.3 any moneys standing to the credit of all or any of the accounts we may have with you will not be payable to us without your prior consent;
- 13.4 you will have a lien, that is, a prior right, on all our assets, that is, our properties, assets, stocks, shares or securities which may be in your possession or which may be held by you for safe custody or any other reason from time to time;
- 13.5 if we do not fully settle with you all our liabilities under this Guarantee after you have made demand on us, you will have the right, without our consent and without having to give us any notice, to dispose of our assets in any way, at any time, in any manner, upon any terms and conditions, and for any price as you may in your sole discretion think fit without being liable or be responsible to us for anything pertaining to or arising from the sale price; if you do dispose of our assets, you will have the right to apply the proceeds of the disposal towards the settlement of the costs incurred in the disposal and the settlement of our liabilities under this Guarantee; if such disposal proceeds are not enough to fully settle our liabilities under this Guarantee, we agree to immediately pay to you the shortfall; and
- 13.6 if you require us to do so, we agree and undertake to execute and sign all transfers and other documents and to do all other things which may be necessary:-
  - 13.6.1 for registering or vesting our assets in your name or the name of your nominee; and/or
  - 13.6.2 for the disposal of our assets if you exercise your right to dispose of our assets.
- 13.7 Upon the issuance of the notice mentioned in Clause 13.2, we agree that you have the right to earmark or to place a hold on any monies standing to the credit of all or any of our accounts with you prior to the setting-off, and we shall not be entitled to withdraw the monies without your prior written consent. We also consent to any incidental *qard* (loan) that may arise as a

result of the earmarking or holding of the monies pursuant to the current banking practices.

#### 14. **NOTICES**

- 14.1 We will immediately notify you in writing if there is any change in our address, facsimile number, electronic mail address or mobile phone number. Your rights under this Guarantee will not be affected by any failure on our part to notify you of any change in our address, facsimile number, electronic mail address or mobile phone number.
- 14.2 Any demand for payment or any other demand or notice under this Guarantee may be made by your manager or any of your officers or by any person or firm acting as your solicitor or solicitors and may be:-
- 14.2.1 delivered by hand to our address as stated in this Guarantee or such other address last known to you;
  - 14.2.2 sent by post (registered, AR registered, ordinary or otherwise) to our address as stated in this Guarantee or such other address last known to you;
  - 14.2.3 sent by facsimile transmission to our facsimile number as stated in this Guarantee or last known to you;
  - 14.2.4 sent by electronic mail to our electronic mail address as stated in this Guarantee or last known to you;
  - 14.2.5 sent by short message system (SMS) to our mobile phone number as stated in this Guarantee or last known to you;
  - 14.2.6 given by posting on your website; or
  - 14.2.7 given by insertion in any statement of account which you send to us.
- 14.3 Any demand for payment or any other demand or notice in respect of anything whatsoever that you send or give to us will be deemed to have been given to and duly received by us, whether or not we have actually received the same:-
- 14.3.1 at the time of delivery at our address, if delivered by hand;
  - 14.3.2 on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned provided you can show that what you sent was properly posted and correctly addressed to us;
  - 14.3.3 at the time the facsimile transmission is completed;
  - 14.3.4 at the time the transmission of the electronic mail is completed;
  - 14.3.5 at the time the sending by short message system (SMS) is completed;
  - 14.3.6 at the time of posting on your website; or
  - 14.3.7 on the time the statement of account is deemed to have been received by us.

- 14.4 You reserved the right to serve on us any notice in connection with this Guarantee by advertisement in any one daily newspaper and such notice will be deemed to have been served on us on the day the advertisement appears in the newspaper regardless of whether we have actually seen the advertisement.
- 14.5 You will not be responsible for what may happen to notices or, communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

## 15. SERVICE OF LEGAL PROCESS

- 15.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on your behalf can be effected on us:
- 15.1.1 if we are an individual, by leaving a copy at the address as stated in this Guarantee or in any communication purportedly issued by us to you or last known to you and it shall be deemed to have been duly received by us on the day it was left at the address; or
- 15.1.2 if we are a sole-proprietorship, partnership, company, association, club, society or trust by leaving a copy at the address as stated in this Guarantee or in any communication purportedly issued by us to you or last known to you or our last known place of business or registered or principal office address and it shall be deemed to have been duly received by us on the day it was left at the address; or
- 15.1.3 by sending a copy via prepaid registered or ordinary post to the address as stated in this Guarantee or in any communication purportedly issued by us to you or last known to you or our last known place of business or registered or principal office address and it shall be deemed to have been duly received by us on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

“**Legal Process**” may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under including but not limited to any written law and such notices under the Companies Act 2016, the Insolvency Act 1967 and the National Land Code (Revised) 2020.

## 16. AGENT FOR SERVICE OF LEGAL PROCESS

- 16.1 If we reside outside Malaysia (for individuals) or primarily conduct our business outside Malaysia (for companies), we are required at all times to maintain a Process Service Agent in Malaysia to accept service of all legal process on our behalf arising out of or connected to this Guarantee.
- 16.2 We shall not revoke the authority of the Process Service Agent without appointing a new Process Service Agent and notifying you in writing of

such appointment and promptly delivering a copy of the acceptance by the new Process Service Agent of its appointment.

- 16.3 If for any reason whatsoever the Process Service Agent no longer serves as our Process Service Agent, we shall be required to immediately appoint another Process Service Agent and notifying you in writing of such appointment and promptly delivering a copy of the acceptance by the new Process Service Agent of its appointment.
- 16.4 Service on the Process Service Agent shall be effected in the same manner specified in Clause 15.

## **17. CHANGE IN CONSTITUTION**

- 17.1 This Guarantee will not be terminated or affected in any way by:-
- 17.1.1 any change in the Customer or the person or persons signing this Guarantee, whether by reason of insolvency, death, incorporation, amalgamation, liquidation, reconstruction or anything whatsoever in name, style, constitution or composition, or by reason of retirement, expulsion, death or admission of any partner or partners; this Guarantee will continue to be of full force and effect as if the resulting firm, company or entity had been the one whose obligations were originally guaranteed by us under this Guarantee; or
- 17.1.2 any amalgamation or merger that you may undergo with any other company or companies, any reconstruction by you involving the formation of a new company, or any transfer of all or any of your obligations and assets to a new company, or the sale or transfer of all or any of your obligations and assets to another company, whether or not the company or companies with which you amalgamate or merge or the company to which you transfer all or any of your obligations and assets (whether in connection with a reconstruction or sale or transfer as stated above) is completely different from you in terms of objects, character or constitution.
- 17.2 Notwithstanding Clause 17.1.2, it is our express intention that this Guarantee shall remain valid and effective in all respects in favour of such company or companies so that all the rights which you have under this Guarantee may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Guarantee in place of you or in addition to you.

## **18. NON-COMPETITION**

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

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

- 18.2 not to demand, accept, negotiate, assign, charge or dispose of in any way any moneys, obligations or liabilities which may now or at any time after the date of this Guarantee be due or owing to us from the Customer or any co-guarantor;
- 18.3 not to demand, accept, negotiate, assign, charge or dispose of in any way any promissory note, bill of exchange, guarantee, indemnity, mortgage, charge or any other security from the Customer or any co-guarantor;
- 18.4 not to claim or prove in competition with you in the insolvency, winding up or liquidation of the Customer or any co-guarantor;
- 18.5 not to accept or receive the benefit of or share in any payment or composition resulting from the insolvency, winding up or liquidation of the Customer or any co-guarantor;
- 18.6 not to accept or receive the benefit of or share in any other guarantee, indemnity or security which we may have, whether now or after the date of this Guarantee, in respect of any moneys, obligations or liabilities owed to us by the Customer; and
- 18.7 that, if we do receive any payment, promissory note, bill of exchange, guarantee, indemnity, mortgage, charge or any other security or benefit or if we do enforce any right of indemnity, recovery, counter-claim or set-off which we may have against the Customer or any co-guarantor in breach of this Guarantee, anything that we receive and any benefit that we may directly or indirectly obtain will be held in trust by us for you as a continuing security for our liability to you under this Guarantee.

## **19. OUTSTANDING BILLS**

You may enforce this Guarantee against us at any time even if any bills or other instruments covered by this Guarantee may be in circulation or are still outstanding. You may at your sole discretion include the amount of any such bills or other instruments in the total amount owing to you by the Customer and this Guarantee will not be capable of being terminated by us unless and until we have made full provision up to the limit of this Guarantee for any outstanding moneys, liabilities or obligations owing to you by the Customer at any point in time.

## **20. PRINCIPAL DEBTOR**

Although, as between us and the Customer, we are sureties, that is, persons who have agreed to be responsible for the liabilities and obligations of the Customer, we agree that, whenever the Customer fails to pay the Indebtedness, we shall immediately on demand pay that amount as if we were the principal debtors in respect of all the moneys, liabilities and obligations guaranteed by us under this Guarantee. We therefore also agree that our liability under this Guarantee shall not be discharged or affected in any way whatsoever by anything whatsoever which would not discharge our liability if we had in fact been the principal debtors.

**21. LACK OF POWER / CAPACITY**

- 21.1 Independently of anything contained in this Guarantee, and as a separate promise to you, we agree that any moneys which you may not be able to recover from us on the basis of this Guarantee because of any one or more of the following will still be capable of being recovered from us as if we were your principal debtor and will be paid by us on demand.:-
- 21.1.1 any defect in, or any lack of authority or powers of, the Customer;
  - 21.1.2 any wrongful or improper exercise of the powers of the Customer;
  - 21.1.3 any lack of authority by any person claiming to act on behalf of the Customer;
  - 21.1.4 any legal or other limitation, disability or incapacity on the part of the Customer; or
  - 21.1.5 any other fact or circumstance whether known to you or not; and
- 21.2 We irrevocably and unconditionally undertake to indemnify and keep you fully indemnified against all loss, damage, liabilities, costs and expenses whatsoever which you may suffer or incur as a result of or arising from the Facilities which you now, or at any time later, grant to the Customer.

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

- 22.1 All moneys payable by us under this Guarantee will be paid by us to you in full free of any present or future taxes, levies, duties, charges or fees of any kind and without any set-off or counterclaim or any restriction, condition or deduction whatsoever.
- 22.2 If we are obliged by law to make any deduction or withholding from any payments to you, we will immediately pay to you such additional amount which will result in the net amount received by you being equal to the full amount which would have been receivable by you had there been no deduction or withholding.

**23. CURRENCY INDEMNITY**

- 23.1 If for any reason whatsoever any moneys or liabilities due or owing by the Customer or by us to you are denominated in a currency other than Ringgit Malaysia, you may at any time and from time to time, for the purpose of denominating our liabilities under this Guarantee in Ringgit Malaysia, convert such moneys or liabilities of the Customer or ours into Ringgit Malaysia at your spot rate of exchange, as at the date of actual payment by us, which we will not challenge in any way and we agree to indemnify you in respect of the full sum in Ringgit Malaysia, including all costs, charges and expenses.
- 23.2 No payment to you, whether paid under any judgment, court order or any other circumstance, shall discharge our liabilities to you under this Guarantee unless and until you have received payment in full in the currency in which the moneys or liabilities owing by the Customer to you are denominated. If the amount of such payment, upon being converted into such currency, should fall short of such moneys or liabilities expressed

in that currency, you will have a separate cause of action against us and will be entitled to enforce this Guarantee to recover the amount of the shortfall.

#### **24. JOINT AND SEVERAL LIABILITY**

- 24.1 If this Guarantee is signed by more than one person, all such persons shall be jointly and severally liable for all monies and liabilities arising under this Guarantee.
- 24.2 You are free to release or discharge any one or more of such persons from liability under this Guarantee or to compound with, accept compositions from or make any other arrangements with any one or more of such persons without releasing or discharging any other party to this Guarantee or otherwise prejudicing or affecting your rights and remedies against any other party to this Guarantee.
- 24.3 This Guarantee will not be terminated or affected in any way by the death of any one or more of such persons but in the event of any such death, the notice of termination referred to in Clause 5.1 of this Guarantee is to be given jointly by the survivor or survivors of such persons and the personal representatives of such person who has died.

#### **25. GENERAL PROVISIONS**

- 25.1 Waiver - No delay or omission by you in exercising any of your rights, powers, privileges or remedies under or in respect of this Guarantee will in any way affect, weaken, damage or prejudice such rights, powers, privileges or remedies or be construed as a waiver of all or any of them; neither will any single or partial exercise of any of such rights, powers, privileges or remedies stop you from any further exercise of any of them or the exercise of any other right, power, privilege or remedy.
- 25.2 Rights Cumulative - The rights, powers, privileges and remedies provided in this Guarantee are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.
- 25.3 Exercise of Authority - Nothing done or omitted by you in accordance with any authority, discretion or permission given to you in this Guarantee will reduce, affect or discharge our liabilities under this Guarantee.
- 25.4 Severability - If any of the provisions of this Guarantee is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Guarantee; the remainder of this Guarantee is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.
- 25.5 Successors in Title - This Guarantee will be binding on our respective heirs, personal representatives, executors, administrators (if we are individuals) and successors in title (if we are company or corporation), as the case may be.

- 25.6 Effective Date - This Guarantee shall come into force on the date stated in **Section 1 of the Schedule** regardless of the different dates on which each of us have executed this Guarantee.
- 25.7 Ownership of this Guarantee - This Guarantee is and shall at all times remain your property.
- 25.8 Non-Signing of Guarantee - If this Guarantee is to be signed by more than one person, and if any one or more of those persons does not sign or, having signed, is not bound by this Guarantee for any reason whatsoever, the remaining person or persons who have signed will continue to be bound by this Guarantee as if the person or persons who did not sign or are not bound by this Guarantee had never been a party to this Guarantee or had not been required to sign this Guarantee at all.
- 25.9 Avoidance of Security - No assurance, security or payment which may be avoided under Sections 528 or 529 of the Companies Act 2016 (as may be revised or amended by any statutory modifications) or by any provisions of the Insolvency Act 1967 (as may be revised or amended by any statutory modifications) and no release, settlement or discharge which may have been given on the faith of any such assurance, security or payment will prejudice or affect your right to recover from us to the full extent of this Guarantee as if such assurance, security, payment, release, settlement or discharge (as the case may be) had never been guaranteed, given or made.
- 25.10 Certificate - Any certificate or statement issued by you showing the outstanding amount due and owing to you from us and the Customer will be conclusive proof against us as to the outstanding amount due and owing to you from us and the Customer; this certificate or statement will be binding on us for all purposes whatsoever including for the purposes of any legal proceedings.
- 25.11 Signing by Counterparts - This Guarantee may be executed by us in any number of counterparts or copies, all of which taken together and when delivered to you shall constitute one and the same instrument.
- 25.12 Compliance with Court Orders - you and the Group can act in any way you deem fit, without consulting us beforehand, if you are served with a court order issued by a court of any jurisdiction. We agree that we will not hold you liable in any manner whatsoever for any loss or damage in connection with your actions so taken in compliance with the court order.
- 25.13 Searches - we agree that you may but is not obliged to conduct insolvency/winding up searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the disbursement of any of the Facilities and we consent to your carrying out such searches on us or any of us to the extent permitted by the law at our costs and expense.
- 25.14 Governing Law - this Guarantee will be governed by and construed in accordance with the laws of Malaysia and we unconditionally and irrevocably agree (i) that any dispute involving this Guarantee may be submitted to the courts of law within and outside of Malaysia; (ii) 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 (iii) be bound by any decision or conclusion

related to Shariah matters pronounced or made by your Shariah Committee and/or by the Shariah Advisory Council of Bank Negara Malaysia in respect of the Facilities.

- 25.15 Independent Advice - we hereby confirm, represent and warrant to you that in the execution and delivery of this Guarantee, we have sought, obtained and relied upon its own independent legal and Shariah advice and has not relied upon any representation, statement or advice from your solicitors, agents or officers, and we confirm that we do not have and will not raise any objection that the Facilities are not Shariah compliant.

## 26. DISCLOSURE OF INFORMATION

- 26.1 We agree that you (including your officers, employees, agents or any other persons to whom you grant access to your records, correspondence or any material relating to us or to any account we now or later have with you) can disclose at any time at your sole discretion without notifying us beforehand, any information relating to us, our account and any of our Authorised Persons to the following:-
- 26.1.1 any one or more members of the Group for any of the following purposes:-
    - 26.1.1.1 providing us or the Customer with banking services or improving and furthering the provision of other services by you;
    - 26.1.1.2 reporting or data matching;
    - 26.1.1.3 fraud or crime prevention or investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
    - 26.1.1.4 debt collection or outsourcing of any of your operations;
    - 26.1.1.5 performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
    - 26.1.1.6 facilitating the performance of your or any member of the Group's functions or compliance with the Group's policies, guidelines, directives or requirements; or
    - 26.1.1.7 corporate exercise or any legal process initiated by or served on you;
  - 26.1.2 any person, whether in Malaysia or elsewhere, who provides electronic or other services to you for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
  - 26.1.3 any person, whether in Malaysia or elsewhere, engaged by you in connection with the performance of services or operational functions which have been out-sourced;

- 26.1.4 the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- 26.1.5 credit card companies and financial institutions in connection with credit card enquiries;
- 26.1.6 other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- 26.1.7 your auditors, solicitors, and professional advisors;
- 26.1.8 your stationery printers, vendors of the computer systems you use, and to such persons installing and maintaining them and other suppliers of goods or service providers you engage;
- 26.1.9 any receiver and/or manager or receivers and/or managers appointed by you or by any other party;
- 26.1.10 any credit bureau of which you are a member, and any other members and/or compliance committee of such credit bureau;
- 26.1.11 any rating agency, business alliance partner, insurer/takaful company or insurance/takaful broker or direct or indirect provider of credit protection;
- 26.1.12 any actual or potential participant or sub-participant in relation to any of your obligations under any banking agreement between you and the Customer or us or assignee, novatee or transferee or any officer, employee, agent or adviser of any of them;
- 26.1.13 for transactions effected or processed with or without our authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices you approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- 26.1.14 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over you or any member of the Group;
- 26.1.15 any person to whom you, or any member of the Group, are permitted or required to disclose for the purposes of complying with the disclosure requirements of any law, regulation, guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities of any country;
- 26.1.16 any other person to whom such disclosure is considered by you to be in your interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- 26.1.17 any person intending to settle any moneys outstanding under the Facilities;

- 26.1.18 any person connected to the enforcement or preservation of any of your rights under this Guarantee;
- 26.1.19 the Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over you; and
- 26.1.20 any person who has given you any security for the Facilities or any of our directors if we are a company.

## 27 DATA PROTECTION

- 27.1 We hereby confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by you (which is available at your branches as well as at your website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in this Guarantee as may relate to the processing of the Personal Data. For the avoidance of doubt, we agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Guarantee.
- 27.2 We agree and consent that you may transfer the Personal Data outside of Malaysia. All Personal Data held by you and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 27.3 In the event we provide Personal Data relating to third parties, including data relating to our next-of-kin and dependents (where we are individuals) or data relating to our directors, shareholders, officers, individual guarantors and security providers (where we are a company or corporation) (collectively, "**said third parties**"), for the purpose of the Facilities, we:
  - 27.3.1 confirm that we have obtained the consent of the said third parties or are otherwise entitled to provide this data to you and for you to use it in accordance with this Guarantee and/or the Facilities;
  - 27.3.2 undertake that we have informed the said third parties to read the Privacy Notice at your website [www.uob.com.my](http://www.uob.com.my);
  - 27.3.3 have informed the said third parties:-
    - 27.3.3.1 that you may collect or verify their personal and financial data with third party sources;
    - 27.3.3.2 that you may disclose their personal data to classes of third parties described in your Privacy Notice;
    - 27.3.3.3 agree to ensure that the personal and financial data of the said third parties is accurate;
    - 27.3.3.4 agree to update you in writing in the event of any material change to the said personal and financial data; and
    - 27.3.3.5 agree to your right to terminate the Facilities should such consent be withdrawn by the said third parties.

- 27.4 Where we instruct you to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing you and/or your agents to enter into any cross-border transaction on our behalf, we agree to the above said disclosures on behalf of us and others involved in the said cross-border transaction.
- 27.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to you or the Group (whether in or outside Malaysia), we agree that you and the Group, and your merchants and strategic partners may contact us about products, services and offers, which you believe may be of interest to us or benefit us financially. Notwithstanding the foregoing, you will only disclose our Personal Data (excluding data relating to our affairs or account) to your merchants and strategic partners where our express prior consent has been obtained.
- 27.6 We may choose not to receive any direct marketing materials from you or the Group by making a request at any of the Bank's branches or by sending a written request via email to [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) (or such other address notified by you) and you will abide by our latest written instructions to you.
- 27.7 We acknowledge that certain communications such as statements of account and your websites contain standard information regarding your other products and services that cannot be removed without affecting the delivery/provision of your services and/or products, the operation of the Facilities and/or without imposing additional costs to us.
- 27.8 We are entitled to request in writing:
- 27.8.1 for any information in relation to our Personal Data that you hold or store, upon payment of a prescribed fee;
  - 27.8.2 for any information held or stored by you to be updated, amended and/or corrected;
  - 27.8.3 for you to limit the processing of our Personal Data held or stored by you; and
  - 27.8.4 to make an enquiry or complaint in respect of your processing of our Personal Data.

For requests under Clauses 27.8.1 or 27.8.2, we may make a request to you via your Data Access Request Form or Data Correction Request Form respectively. These forms are available at your branches as well as at your website at [www.uob.com.my](http://www.uob.com.my).

We may direct all our requests to any of your branches or 'by sending a written request via email to [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) (or such address notified by the Bank).

You may charge a fee for processing our request for access or correction. you may also refuse to comply with our request in respect of Clauses 27.8.1 or 27.8.2 above if the information supplied by us is insufficient (as

determined by you) or where such request may breach or violate any law or regulation or any other reason which you deem not to be in your interest to do so. If you refuse to comply with such request, you will inform us of your refusal and reason for your refusal.

- 27.9 We are responsible for ensuring that the information we provide to you is accurate, complete and not misleading and that such information is kept up to date.
- 27.10 We acknowledge that if we subsequently withdraw our consent to process the Personal Data as given earlier to you, as you will not be able to process and/or disclose the Personal Data in relation to the purposes set out in the Privacy Notice, you will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.
- 27.11 You reserve the right to amend this clause from time to time at your sole discretion and shall provide prior notification to us in writing and place any such amendments on your websites or by placing notices at the banking halls or at prominent locations within your branches or by such other means of communication deemed suitable by you.
- 27.12 This clause shall be without prejudice to any other clause in this Guarantee which provides for the disclosure of data.

- End of Page –

**SCHEDULE**

**Section 1 : Date of this Guarantee:**

**Section 2 : Name and Particulars of the Customer:**

**Section 3 : Name, NRIC/Company No, Postal, Email Address, Facsimile and Telephone No of the Guarantors:**

**Section 4 : The maximum aggregate principal sum of the Facilities:**

**EXECUTION BY THE INDIVIDUAL GUARANTORS**

Dated the                      day of

SIGNED BY:-

WITNESSED BY:-

.....  
Name :  
NRIC No. :

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Name :  
NRIC No. :  
Designation :

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Designation :

**EXECUTION BY THE CORPORATE GUARANTORS**

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

**By Authorised Signatory**

SIGNED BY \_\_\_\_\_ )  
 )  
the duly authorised signatory )  
for and on behalf of )  
 )  
in the presence of: ) .....  
 )

**By Common Seal**

The common seal of \_\_\_\_\_ )  
 )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director / Secretary