

## UOB PERSONAL LOAN TERMS AND CONDITIONS

These UOB Personal Loan Terms and Conditions ("Terms and Conditions") will govern the UOB Personal Loan ("the Loan") which we grant to you. By applying for the Loan, you agree to be bound by these Terms and Conditions, including any amendments made from time to time. You are deemed to have read, understood and accepted every term in these Terms and Conditions.

### GENERAL TERMS AND CONDITIONS

1. To apply for the Loan, you must complete and submit the Application Form to us and you must be of the age of 21 years and above on the application date. You agree that we have the right not to approve any application for the Loan and are not under any obligation to give any explanation or reason or prior notice to you if your application is rejected or not approved.
2. The amount and tenure of the Loan will be the amount and tenure approved by us, but which will not exceed the amount and tenure you applied for. You agree to accept such amount and tenure of the Loan approved by us.
3. The purpose of the Loan is restricted to either personal or business use.
4. We will issue an Approval Letter to you once we have approved the Loan. The contents of the Approval Letter will form part of the Terms and Conditions. Should there be any discrepancy between the contents of the Approval Letter and these Terms and Conditions, the contents of the Approval Letter shall prevail.
5. We will then create a personal loan account ("Account") in your name.
6. We will deduct the stamp duty and any other fees and charges imposed or incurred by us at any time, including any Interbank Giro ("IBG") fee from the Loan before crediting the balance into the Nominated Account. At the same time, the Loan will be debited from your Account. You will be fully liable for all amounts disbursed by us into your Nominated Account.
7. The Nominated Account must be your personal account, held solely by you.
8. To the fullest extent permitted by law, we will not be responsible or liable for any charges, loss, damages or liability of any kind you may experience because of:
  - a) any delay or failure by us in approving any applications or transmitting the Loan to your Nominated Account or cancelling the Loan; or
  - b) any crediting into the Nominated Account as a result of inaccurate details of your Nominated Account provided by you to us.
9. You must repay the Loan by monthly installments of principal and interest throughout the tenure, or until the Loan and all interest and other monies payable under the Loan have been fully repaid.
10. The monthly instalment amount and the commencement of the monthly instalment payment will be stated in the Approval Letter. We may change the monthly installment amount and tenure at any time by providing you twenty one (21) days prior notice.
11. The monthly instalments are payable even if you do not withdraw or utilise any of the Loan that was credited or transmitted into your Nominated Account.

12. You can effect payment in any of the following manner or any other manner as we approve from time to time:-
- at any of our cash deposit machines;
  - at any of our cheque deposit machines;
  - via IBG;
  - via our Personal Internet Banking services or UOB Mighty mobile application;
  - at any of our branches;
  - by posting a cheque or bank draft to the address stated in the loan payment slip;
  - via standing instruction from one of your accounts maintained with us.
13. Your payments will not be considered to have been made until the funds have been properly received by us. Any payment received from you in respect of the Loan will be credited into the Account.

#### SEARCHES

- We may, but are not obliged to conduct bankruptcy / winding up / insolvency searches or credit related searches from any credit reference agencies, database or system on you before and at any time after the Loan is approved.
- You consent to us to carry out such searches on you to the extent permitted by the law.
- All charges incurred and to be incurred in connection with bankruptcy / winding up / insolvency searches will be borne and paid by you.

#### INTEREST CHARGES

- Interest on the Loan will be charged at the rate stated in the Approval Letter ("Prescribed Rate") from the date we disburse the monies as reflected in our system and records.
- The following interest rate (or any other rate we may impose at any time), will be calculated on daily rests ("Default Interest Rate"), will be charged on monies outstanding and payable to us, including interest, fees, commission and charges not paid when due. The applicant agrees to the Bank default interest (late payment charge) at one per centum per annum (1% p.a.) or such rate as the Bank may from time to time stipulate on overdue instalments.
- The Effective Interest Rate is calculated as follows:

$$\text{Effective Interest Rate} = \frac{2NF (300C + NF)}{2N^2F + 300C (N+1)}$$

Where:

N = Total number of instalments in the tenure

C = Number of instalments that will be paid in a year

F is determined by the following formula:-

$$F = 100C \times T$$

$$N \times A$$

Where:

C = Same as above

T = Total interest payable on the Loan under the tenure.

N = Total number of instalments in the tenure

A = Loan amount.

4. The Default Interest Rate will be charged from the date of default until the date of full payment, both after and before any demand or judgment, and even if the banker-customer relationship may have ended.
5. In the event that an Event of Default occurs, the applicable interest rate (or any other rate we may impose at any time) which we will charge on the Newly Adjusted Outstanding Balance (as defined in clause below) will be as follows, calculated on a daily rests basis ("Default Interest Rate"):-  
  
1% per annum on the Newly Adjusted Outstanding Balance minus any payment made by you towards the settlement of the Loan after an Event of Default has occurred.
6. The total interest charged in accordance with clause 3.5 will be compounded at the end of each month ("Compounded Interest") and such Compounded Interest will be included in the computation of the Newly Adjusted Outstanding Balance for the following month.
7. The Newly Adjusted Outstanding Balance is the total of the following:-
  - a) The Loan minus previous monthly installments (exclusive of charges and interest);
  - b) The monies outstanding and payable to us under the Account including the outstanding monthly installments, interest, fees, commission and charges not paid when due as at the date that the Event of Default occurs;
8. The Default Interest Rate will be charged from the date the Event of Default occurs until the date of full payment, both after and before any demand or judgment, and even if the banker-customer relationship may have ended. This does not affect our right to require payment of the monies due.
9. We may change any of the interest rates by giving you twenty one (21) days' prior notice.

#### **TAXES, DUTIES AND LEVIES**

1. You are liable to pay for any goods and services tax or other taxes or levies which as at the date of the application of the Loan or at any date subsequent to the date of application of the Loan, is required by laws, 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 any body or authority having jurisdiction over us, in respect of any moneys charged or incurred by us or services provided in connection with the Loan, during the continuation of the Loan so long as the Loan or any part of it remains outstanding and unpaid.
2. Any taxes or levies incurred by us in relation to the Loan and any other goods or services provided under the Loan shall be borne by and charged to you and in the event that we shall effect payment, you shall be liable to reimburse us for such amounts paid.

#### **PREPAYMENT/ CANCELLATION**

You cannot prepay or cancel the Loan without our consent.

#### **EARLY SETTLEMENT**

1. You can settle the Loan in full before the end of the tenure by giving us one month's written notice (or such other notice period as we may decide and notify you at any time), or by paying the interest for the notice period in lieu of notice.

2. An early settlement fee of 3.0% (or any other rate as we may decide at any time) will be charged on the then outstanding sum, subject to a minimum of RM300.00 (or any other minimum sum as we may decide at any time).
3. The total amount you must pay to us on early settlement of the Loan will be the aggregate of the following:
  - a) The balance still to be paid under the original tenure and instalments;
  - b) The amount payable under Clause 6.2; and
  - c) Any other sum due and payable to us under the Loan or otherwise, less a rebate for early settlement ("Rebate"). The Rebate is calculated as follows (or based on another formula as we may decide at any time):

$$\text{Rebate} = C^r(r+1)$$

$$t(t+1)$$

Where:

C = Interest payable for the whole tenure

r = Number of remaining monthly instalment months of the tenure

t = Whole tenure in months

## REPRESENTATIONS AND WARRANTIES

### 1. General Representations and Warranties

Our acceptance of your application for the Loan is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the tenure of the Loan:-

- a) there are no litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going threatened against you;
- b) no Event of Default has occurred or is continuing or will occur as a result of us making available the Loan to you;
- c) all information given by you to us in connection with the Loan do not contain any untrue or misleading statement or omit to state any fact 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;
- d) you are not involved in any illegal activities and all monies paid to us are not derived in any way from illegal activities;
- e) you are not:-
  - i. nationals or resident of any country which is subjected to Sanctions, or
  - ii. persons listed on or owned or controlled (directly or indirectly) by any person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group.

You agree that each of the above representations and warranties shall continue to be true and correct in all respects with reference to the prevailing circumstances so long as the Loan or any part of it remains outstanding and unpaid.

### 2. Financial Crime Representations and Warranties

We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention

of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").

You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-

- a) exercise all our rights stated in Clause 8 : Events of Default
- b) close all accounts and terminate all services you have with us;
- c) make reports and take such other actions as we may deem appropriate.

You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.

You represent and warrant that you have not engaged in any activity or conduct or have not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). You further represent and warrant that you, to your best knowledge, are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations.

### 3. Information Request

You must provide and disclose to us within such time prescribed by us, any information which we deem necessary in order to:-

- a) comply with the laws or Sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism);
- b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk; and/or
- c) conduct and be satisfied with the results of all necessary "know your customer" or other similar procedures under Applicable Laws.

Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any transactions or disbursements.

You declare and undertake to us that the processing of any transactions will not breach any laws or Sanctions of Malaysia or any other country. We 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 you.

### EVENTS OF DEFAULT

1. If any of the events listed in Clause 8.2 (each an "Event of Default") occur:-
  - a) we will not be under any further obligation and/or commitment to you in relation to the Loan;
  - b) all monies and interest then owing to us under the Loan and any other monies owing to us by you will become immediately payable on demand to us; and
  - c) we will immediately become entitled to recover all monies and interest then owing to us with interest thereon at the Default Interest Rate or at such rate and/or other periodic rests as we may prescribe from time to time; and
  - d) we will be entitled to exercise any rights and powers:-
    - i. which we may have upon an Event of Default by virtue of these Terms and Conditions;and

ii. which may be available to us in law.

2. The following are the Events of Default:-

- a) if you fail to pay on any due date any money which you should be paying to us;
- b) if you fail to observe, perform and comply with these Terms and Conditions, Approval Letter, Application Form, or any notices;
- c) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
- d) if you die or become insane;
- e) if you become bankrupt or insolvent, or allow any judgment to remain unsatisfied for a period of twenty one (21) days;
- f) if you commit any act of bankruptcy or are unable to pay your debts or suspend the payment of your debts or enter into any composition or arrangement with or for the benefit of your creditors;
- g) if a petition is presented against you for bankruptcy;
- h) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
- i) if you stop or threaten to stop carrying on your business;
- j) if you change or intend to change the nature or scope of your business as is presently conducted;
- k) if you transfer or dispose or intend to transfer or dispose of a substantial part of your assets;
- l) if, in our opinion, there is a change or threatened change in circumstances which would materially and adversely affect your business or financial condition, your ability to perform any of your obligations under these Terms and Conditions, the Approval Letter or the Application Form;
- m) if a notice or proposal for compulsory acquisition of any of your property is issued or made under any law;
- n) if you are blacklisted pursuant to the Dishonoured Cheques Information System (DCHEQS) guidelines or any guidelines issued by Bank Negara Malaysia or any other relevant authority having jurisdiction over us;
- o) if you fail to discharge any obligation or liability to us or to any other person;
- p) if you commit a default in any loan, facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) the right to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement; or to enforce the security for the loan, facility or arrangement;
- q) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
- r) there is any litigation (whether civil or criminal), arbitration or administrative proceedings pending, on-going or threatened against you; or
- s) your credit rating as determined by us has deteriorated;
- t) if we suspect or have reasons to believe that the Loan or any part of it is used for any unlawful activity;
- u) there is any investigation by the police, authorities or regulators pending, on-going or threatened against you;
- v) if you have been charged or convicted for any criminal offences or have any criminal records;
- w) if there is any report has been lodged against you under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001;
- x) Any of your accounts is redesignated or closed by us for any reason under any law;
- y) if we decide that the continuation of the Loan may be detrimental to our own position or otherwise undesirable and our decision shall be final.

3. You cannot use any part of the Loan and/ or Account for any unlawful activities. If we find, suspect or have reasons to believe that any part of the Loan has been used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention or any unlawful activity including but not limited to

fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately closing the Account, cancelling the Loan, making reports and taking such actions we may decide as appropriate.

## NOTICES

1. You must maintain a permanent local correspondence address in Malaysia.
2. Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-
  - a) delivered by hand to your address as stated in the Application Form or such other address last known to us;
  - b) sent by electronic mail to the electronic mail address last known to us;
  - c) sent by post (registered, AR registered, ordinary or otherwise) to your address as stated in the Application Form or such other address last known to us;
  - d) communicated to you by posting on our website;
  - e) sent by facsimile transmission to the facsimile number last known to us;
  - f) sent by short message system (SMS) to the mobile phone number last known to us ; or
  - g) communicated to you by insertion in any Statement of Account which we send to you.
3. The said notice, demand, request or communication will be deemed to have been received by you:-
  - a) at the time the electronic mailing is completed;
  - b) at the time of delivery at your address, if delivered by hand;
  - c) on the third (3rd) day (including the day of posting) from the date it is posted;
  - d) at the time the facsimile transmission is completed;
  - e) at the time the sending by short message system (SMS) is completed;
  - f) at the time of posting on our website;
  - g) at the time the Statement of Account is deemed to have been received by you.
4. We also reserve the right to serve on you any notice in connection with the Loan by:-
  - a) advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper; or
  - b) displaying at any of our place of business, any of our branches or premises and such notice will be deemed to have been served on you on the day of such display.
5. You must notify us in writing immediately on any change in your address, facsimile number, electronic mail address or mobile phone number.
6. If we are not in receipt from you of any written notice of any change in your address, facsimile number, electronic mail address or mobile phone number, you agree that we may rely on:-
  - a) any address and/or contact information stated in the Application Form or as reflected in our records; or
  - b) any address and/or contact information we obtain from any communication issued by you to us or last known to us.
7. Any failure by you to notify us of a change in your Information resulting in delay or the non-delivery of any Statement of Account, correspondence, demand and/or notice will not prejudice our rights or entitlement under the Terms and Conditions.



## DISCLOSURE

You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your Loan) can disclose at any time any information relating to you, your accounts with us, this Loan, to the following persons:-

- a) any one or more members of the Group for any of the following purposes:-
  - i. providing you with banking services and/or improving and furthering the provision of other services by us;
  - ii. reporting or data matching;
  - iii. fraud or crime prevention or investigating, preventing or otherwise in relation to money laundering or any other criminal activities ;
  - iv. debt collection or any legal process initiated by or served on us;
  - v. outsourcing our operations or any part of our 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 our performance of our or any member of the Group's functions;
  - viii. compliance with the Group's policies, guidelines, directives or requirements;
  - ix. corporate exercise;
- b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us 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, engaged by us 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) credit card companies and financial institutions in connection with credit card enquiries;
- f) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- g) our auditors, solicitors, and professional advisors;
- h) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- i) any receiver appointed by us or any other party;
- j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- k) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- l) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- m) for transactions effected or processed with or without your 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 we 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;
- n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;
- o) any person to whom we or any member of the Group is permitted or required to disclose to under the laws of any country;
- p) any person intending to settle any moneys outstanding under the Loan and any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions, the Approval Letter and the Application Form
- q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us;



- r) any other country, its central bank or investigative authorities in respect of cross border tax fraud or tax evasion for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

## COMPLIANCE WITH COURT ORDERS

We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

## DATA PROTECTION

1. You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in these Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
2. You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us 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.
3. In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating your accounts or facilities with us or otherwise subscribing to our products and services, you:
  - a) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;
  - b) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website [www.uob.com.my](http://www.uob.com.my);
  - c) have informed the said Third Party Data Subject:-
  - d) that we may collect or verify their Personal Data with third party sources;
  - e) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
  - f) agree to ensure that the Personal Data of the said Third Party Subject is accurate, complete, not misleading and up-to-date;
  - g) agree to update us in writing in the event of any material change to the said Personal Data; and
  - h) agree to our right to terminate the Loan should such consent be withdrawn by the said Third Party Data Subject.
4. Where you instruct us 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, such as any Third Party Data Subject) 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 us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.
5. Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Group, you agree that the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your personal data (excluding data relating to your

affairs or account) with our merchants and strategic partners where your express prior consent has been obtained.

6. You may choose not to receive or cease to receiving any direct marketing materials from the Group by writing in to us at 'Personal Financial Services, UOB Plaza 1 Kuala Lumpur, No. 7 Jalan Raja Laut, 50350 Kuala Lumpur' (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.
7. You acknowledge that certain communications such as statements of account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your accounts and/or facilities with us, and/or without imposing additional costs to you.
8. You and the Third Party Data Subject are entitled to request in writing:
  - a) for any information in relation to the Personal Data that we hold or store;
  - b) for any information held or stored by us to be updated, amended and/or corrected;
  - c) for us to limit the processing of your Personal Data held or stored by us; and
  - d) to make an enquiry or complaint in respect of our processing of your Personal Data.

For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us via our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my).

You and/or the Third Party Data Subject may direct all your requests to any of our branches or 'Customer Communications Management, UOB Call Centre, UOB Plaza 1 Kuala Lumpur, No. 7 Jalan Raja Laut, 50350 Kuala Lumpur.

We may charge a fee for processing your request for access. We may also refuse to comply with your request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.

9. You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up to date.
10. Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we 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.
11. We reserve the right to amend this clause from time to time and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
12. This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## COMPLIANCE WITH FATCA

1. You shall:-
  - a) provide to us 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 us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments; and
  - b) notify us in writing promptly of any change that affects your tax status in relation to FATCA or under any laws, rules, regulations or other agreement by or between governments.
2. You must comply with this Clause 13.1 notwithstanding that such compliance would or might in your reasonable opinion constitutes a breach of any fiduciary duty or duty of confidentiality unless to do so will breach any law or regulation.
3. You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with any change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.
4. You further acknowledge that any failure on your part to provide to us accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us 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.
5. For individual borrowers, you consent to the collection, storage and disclosure by us or any member of the Group of any Personal Data to persons from whom we or any member of the Group receive or make payments on your behalf and to governmental authorities as required by law or other agreement by or between governments. Your consent shall be effective notwithstanding any applicable non-disclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this clause, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
6. You agree and acknowledge that we are 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 your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us 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 the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
7. We or any member of the Group, may take whatever action we 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 your 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 your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
8. To the fullest extent as may be permitted by law and save and except where there is gross negligence or willful misconduct by us, we will not be liable to you for any losses, costs, expenses, damages, liabilities

you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.

9. This clause will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms and Conditions. This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for our right to request for information or disclosure of data.

#### **OTHER TERMS AND CONDITIONS**

1. We will not be obligated to grant the Loan if, at any time prior to the release of the Loan, an Event of Default as described in Clause 8.2 has occurred. We will not be responsible for any consequences from the withdrawal of the Loan, and you will be responsible for any charges, taxes, duties and levies incurred.
2. Your liabilities and obligations under the Terms and Conditions will continue to be valid and binding for all purposes despite any change caused by your bankruptcy, death or otherwise.
3. Our obligation to make available and continue to make available the Loan is conditional upon the following:-
  - a) unless permitted by guidelines issued by any authority which has jurisdiction over us, neither you nor your spouse, either of your parents or any of your children are employed by or are a member of the Board of Directors of any financial institutions in the Group.
  - b) No Event of Default has occurred, is continuing, or will occur due to our making any advance or continuing to make available on the Loan.
  - c) Your use or continued use of the Loan must not be in breach of any Malaysian law, rule, guideline or regulation including those issued by BNM or any other authority which has jurisdiction over us or the Group.
  - d) Neither the Loan nor the performance or observance of any of your obligations under the Terms and Conditions will conflict with or result in a breach of any law, statute, regulation, judgment, order, contract, agreement, trust deed or other instrument, arrangement, obligation or duty which you are subject to.
  - e) You are not in default of any agreement which you are a party to;
  - f) there are no current, pending or threatened litigation (whether civil or criminal), arbitration or administrative proceedings against you.
  - g) You do not have any investigation by the police, authorities or regulators pending, on-going or threatened against you.
  - h) All the information you have provided in relation to your application for the Loan must be true and complete. You must not have withheld from us any information which might cause us not to grant you the Loan;
  - i) we have performed "Know Your Customer" (KYC) due diligence on you and are satisfied with the results;
  - j) The legal documentation must be completed and all conditions precedent required by us have been fulfilled to our satisfaction before we make available the Loan or any part of the Loan.
4. We can do the following at any time, without affecting the liabilities and obligations under the Terms and Conditions:-
  - a) Determine, vary, increase or reduce the Loan or any other facility granted to you;
  - b) Grant you another facility;
  - c) Grant you time or indulgence;
  - d) Deal with, exchange, release or modify any right we have at any time, from or against you;
  - e) Enter into a deed of composition with you;
  - f) Upon your request, accept any payment of any monies due or becoming due under the Terms and Conditions in such increased or reduced installment amount;
  - g) Review or change any of these Terms and Conditions by providing twenty one (21) days prior notification to you; or

h) Use any remedies or means for recovering any monies due to us as we see fit.

5. We can review the Loan at any time, whether or not an Event of Default has occurred, and impose further conditions as we deem necessary. We are not obliged to make or continue to make available the Loan to you. Notwithstanding anything stated in the Terms and Conditions, the Loan and all interest, costs and fees on the Loan shall be payable on demand with prior notice.
6. We can, at any time, suspend or cancel the Loan and require immediate repayment of the Loan amount with prior notice. Nothing in the Terms and Conditions obliges us to grant or continue to grant the Loan to you.
7. Upon our request, you will execute in our favor any mortgages, charges, assignments, transfers or agreements we may require on all or any part of your estate, assets or business, and the benefit of all related licenses, to secure all monies and liabilities due and payable to us under the Loan. The mortgage, charges, assignments, transfers or agreements will be prepared by us at your cost, and will contain terms and conditions as we deem fit.

#### **APPLICATION OF MONIES**

1. If any moneys paid to us or recovered by us in respect of your liabilities under the Loan is less than the amount then owing to us, we may apply the moneys towards payment of interest, fees, principal, or any amount due to us in such proportions and order, and generally in such manner as we deem fit. We may also choose to credit the moneys or part of the moneys to a non-interest bearing suspense account without any obligation to apply the moneys or any part of the moneys in or towards the settlement of your liabilities under the Loan.
2. Regardless of the payment of any such money, if you become the subject of any bankruptcy, insolvency or similar proceedings, we may prove for and agree to accept any dividend or composition in respect of the whole or any part of such moneys.
3. After we have received such ultimate balance in full, any claim on your part to any excess will be a matter of adjustment between us and you and/or any other person laying claim to the excess amount.

#### **MARKET DISRUPTION**

1. Notwithstanding these Terms and Conditions or the provisions in the Approval Letter, if at any time and from time to time we are of the view that there is any change, whether national or international, in the monetary, financial, political or economic conditions, or currency exchange rates which would make it impractical or difficult if not impossible for us to grant or continue to grant the Loan or to allow the indebtedness under the Loan to remain outstanding upon the terms as set out in these Terms and Conditions or the Approval Letter, we shall notify you in writing accordingly. If such notification is given prior to any disbursement, no drawdown will be made. If such notification is given after a partial disbursement, we may explore with you an alternative arrangement, failing which:-
  - i. the Loan shall be cancelled;
  - ii. you shall repay all moneys and interest then owing to us under the Loan and any other moneys then owing to us by you ; and
  - iii. our obligations under these Terms and Conditions and the Approval Letter shall terminate.

#### **COSTS AND EXPENSES**

1. You are to pay for all the costs and expenses (including legal expenses) of:-
  - i. providing, creating, maintaining, protecting, preserving, enforcing and realising our rights under these Terms and Conditions and the Approval Letter;

- ii. processing, implementing and recovering moneys owing under the Loan; and
  - iii. the Bank defending, prosecuting or otherwise howsoever taking part in or attending at (whether on a watching brief as observer or otherwise howsoever) any action, enquiry, hearing, suit or other proceedings whatsoever affecting, relating to or in connection with the Loan.
2. The costs and expenses are to be paid on a full indemnity basis.
3. Interest at a rate to be prescribed by us is payable on the costs and expenses from the date they are incurred until full payment.
4. If any of the Loan is cancelled for any reason not attributed by us before any part of it has been utilised, you will still have to pay for all costs and expenses which may already have been incurred in relation to the providing of the Loan.

#### **RIGHT TO DEBIT**

1. Without affecting any other rights which we may have, we may, at any time, debit any of your account current or any other account (including the balance on any overdraft account) with notice, which you may have with us with any moneys whatsoever which is payable by you to us, including but not limited to all fees, charges, costs, expenses, disbursement, taxes, duties or levies.
2. If we do debit your account, the debiting is not to be taken as a waiver of any of the Events of Default.
3. If any debiting of your account causes your account to be overdrawn, interest at the default rate shall be payable accordingly.

#### **RIGHT TO SET-OFF AND CONSOLIDATION**

1. We have the right to combine, consolidate or merge all or any of your accounts and liabilities with and to us, whether singly or jointly with any other person.
2. We also have right, after giving you seven (7) days' notice, to set-off or transfer any sums in credit in such accounts in or towards satisfaction of any of your liabilities to us, whether actual or contingent, primary or collateral, several or joint.
3. If any of your liabilities is contingent, we have the right to set-off and transfer any sum standing to the credit of any of your accounts towards satisfaction of your contingent liabilities and if your actual liabilities are less than the amount set-off by us, we will refund the surplus to you.
4. If any of your accounts in credit is maintained in a currency other than the currency of the liabilities, we may convert them into the currency of the liabilities at our own prevailing rate.
5. Upon the issuance of the notice mentioned in Clause 19.1 above, you agree that we have the right to earmark or to place a hold on any monies standing to the credit of all or any of your accounts with us, prior to the setting-off and you shall not be entitled to withdraw the monies, without our prior written consent.

#### **AVOIDANCE OF PAYMENTS**

Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under these Terms and Conditions as if such assurance, security or payment had not been received and as if such release, settlement or discharge had not been given. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security



which we may previously have received or hereafter receive from any person in respect of the monies you have agreed to pay or to repay is set aside under any applicable law or proves to have been for any reason invalid.

#### **SERVICES OF LEGAL PROCESS**

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 behalf of us can be effected on you:

- a) by leaving a copy at the address as stated in the Application Form or Approval Letter or in any communication issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- b) by sending a copy via prepaid registered or ordinary post to the address as stated in the Application Form or the Approval Letter or in any communication issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted.

#### **BANK'S RIGHT TO MAKE AMENDMENTS AND REVERSALS**

1. We have the right to adjust entries in our records or the statement of account if there is any error or missing entries.
2. Reversal: We have the right to adjust, reverse, cancel or debit the Nominated Account at any such time if:-
  - a) we need to correct any error or omission;
  - b) we are required to return funds to the payer or drawer;
  - c) we have not received cleared or unconditional funds in full or in time.

Any statement of account, debit advice or entry so rectified shall be binding on you.

#### **INDEMNITY**

1. In addition and without affecting the powers, rights, and remedies granted under these Terms and Conditions, to the fullest extent permitted by law and save and except where there is any gross negligence or willful misconduct by us, you will indemnify us against any loss or expenses (including legal expenses on a solicitor and client basis) which we sustain or incur because of:-
  - a) your cancellation or failure to draw the whole or any part of the Loan;
  - b) any prepayment of the Loan;
  - c) any default in payment by you of any sum due under the Approval Letter or these Terms and Conditions 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;
  - d) the occurrence of any Event of Default;
  - e) any demand, claims, actions and /or proceedings in respect of or arising from the Loan; or
  - f) any taxation laws or regulations of any country having jurisdiction over us.
2. Our certification of the amount of the said loss or expenses will be conclusive and binding upon you unless there is any obvious mistake.

#### **CIRCUMSTANCES BEYOND OUR CONTROL**

1. If we are unable to do or perform any of the matters below due to any event beyond our control stated in Clause 24.2, we will not be in any way liable for any failure to perform or for any inconvenience, loss, injury or damage which you may directly or indirectly suffer as a result:-
  - a) to perform any of our obligations under these Terms and Conditions or the Approval Letter;
  - b) to carry out any part of our usual business operations; or
  - c) to provide any service.



2. Events beyond our control include, but not limited to:-

- a) any fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, act of terrorism, embargo, war or act of God;
- b) any failure, stoppage or disruption:-
- c) of any telecommunications services, internet, electricity supply, water supply, or fuel supply; or
- d) of services outsourced by us to service providers, whether in or outside Malaysia for any reason whatsoever, including but not limited to hardware and/or software malfunction or system down due to virus attack, hacking etc; or
- e) any circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing any of our obligations under these Terms and Conditions or the Approval Letter.

#### **INCREASED COSTS**

If we decide that, as a result of any new law, guideline, directive or regulation, or as a result of any change to any existing law, guideline, directive or regulation:-

- a) we would incur increased costs in granting or continuing to grant you the Loan and having to continue to perform our obligations under these Terms and Conditions and the Approval Letter;
- b) we would suffer any reduction in the rate of return on our overall capital in the manner in which our capital resources are allocated to the Loan;
- c) any sum received or receivable by us under these Terms and Conditions and the Approval Letter is reduced;
- d) there is an increase in our costs of funding or maintaining the Loan; or
- e) we have to make any payment or forgo any interest or other return on or calculated by reference to the amount of any sum received or receivable by us under the Loan, these Terms and Conditions or the Approval Letter;

you must indemnify us against the increased cost and other sums stated above. You must pay to us when demanded by us from time to time, the amount sufficient to indemnify us.

#### **ILLEGALITY**

If we deem that because of any applicable law, regulation or regulatory requirement is changed, interpreted or applied differently by any relevant governmental or other authority after the date of the Approval Letter and it becomes unlawful or impractical for us to comply with our obligations under these Terms and Conditions or the Approval Letter, or to continue to make available the Loan granted to you or to charge or to receive interest at the rate applicable, we will notify you, and following that notification:-

- i. the Loan and our obligations under the Loan will be suspended immediately and we will have no further obligations under the Loan, which will be deemed cancelled; and
- ii. you must prepay the Loan to us together with accrued interest and all other amounts payable to us on the date deemed necessary by us to comply with the relevant law.

#### **WAIVER**

A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

#### **CERTIFICATE**

Any certificate or statement issued by us showing the outstanding amount due and owing from you to us in relation to the Loan will be conclusive proof as the outstanding amount due and owing from you to us in relation

to the Loan in the absence of manifest error. This certificate or statement will be binding on you for all purposes including for the purposes of any legal proceedings.

#### **VARIATION**

These Terms and Conditions and the availability, limits, interest rate, fees and charges of the Loan are subject to:-

- a) guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over us; and
- b) our review and variation from time to time as required.

In the event of any changes or variation, we will give you twenty one (21) days' prior notice before the changes take effect.

#### **SEVERABILITY**

If any of the provisions in these Terms and Conditions are or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in these Terms and Conditions or the Approval Letter. The remainder of these Terms and Conditions or the terms in the Approval Letter is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable terms.

#### **ASSIGNMENT**

You may not assign or transfer all or part of your rights or obligations under these Terms and Conditions and the Approval Letter.

We can at any time assign all or any part of our rights, interests and obligations in these Terms and Conditions and the Approval Letter and/or transfer the benefit of these Terms and Conditions and the Approval Letter to any person or corporation. Following such assignment or transfer:-

- i. our, the assignee's or transferee's costs and expenses will be paid by you;
- ii. the assignee or transferee will assume and be entitled to our rights, interests, and obligations in these Terms and Conditions and the Approval Letter as if the assignee or transferee had been a party to these Terms and Conditions and the Approval Letter in place of us; and

any statement in these Terms and Conditions and the Approval Letter of the amount due to us under or by virtue of these Terms and Conditions and the Approval Letter shall, in the absence of manifest error, be conclusive and binding for all purposes against you.

#### **RETENTION OF YOUR RECORDS**

You agree that we are not obligated to maintain any records of the Loan, including but not limited to the Application Form, Statement of Account, Approval Letter, correspondences or documents in relation to the Loan, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over us.

#### **GOVERNING LAW**

The Terms and Conditions will be governed by and construed in accordance with Malaysian law, and you unconditionally and irrevocably –

- a) submit to the non-exclusive jurisdiction of the courts in Malaysia; and
- b) waive any objection on the ground of venue or forums non conveniens or any similar ground.

## **PRESERVATION OF RIGHTS AND ENTITLEMENT**

Regardless of what is stated anywhere else in these Terms and Conditions, our rights as stated in these Terms and Conditions and the Approval Letter will continue to remain in full force and effect, and shall survive any cancellation, revocation or suspension of the Loan by us.

## **SUCCESSORS BOUND**

These Terms and Conditions shall be binding on your heirs and personal representatives and our assigns and successors in title.

## **DEFINITIONS AND INTERPRETATION**

1. "Applicable Laws" means all relevant or applicable statutes, laws, rules, regulations, guidelines, directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organisations with jurisdiction over us or any other person within our Group).
2. "Application Form" means the application form prescribed by us for submitting an application for the Loan.
3. "Approval Letter" means the letter to be issued by us to you approving your application for the Loan.
4. "Code" means the Internal Revenue Code of 1986 issued by the US
5. "Event of Default" means any of the events or matters specified in Clause 8.2
6. "FATCA" means:-
  - a) the Code or any associated regulations or other official guidance;
  - b) 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 paragraph (a) above; and
  - c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) and (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction
7. "Group" means our branches, agencies, representative officers, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere, and includes us.
8. "Legal Process" may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.
9. "Nominated Account" means your account stipulated in the Application Form for the purpose crediting the Loan or any part thereof.
10. "Personal Data" may include, but is not limited to your name, address, occupation, contact details, information captured on security systems [including a recording of your image on Closed Circuit Television (CCTV)] the information contained in any of your account(s) you may have with us either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transaction(s) with us.
11. "Privacy Notice" means the privacy notice contain in and as defined by our website.

12. "Sanctions" means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.
13. "Statement of Account" refers to the following:-
  - (a) the advance notice on instalment due that we will issue to you every month, showing the total amount payable by you for the Loan on or before the due date stated in the advance notice; and
  - (b) the statement we will issue to you every year, showing the total outstanding balance under the Loan, payments made by you towards settlement of the Loan and any interest, fees and charges payable by you to us .
14. "Third Party Data Subject" means a person whose Personal Data you have provided to us and may include, but is not limited to your mandatee, next-of-kin, dependents, individual guarantors and security providers
15. "US" means United States of America
16. "We", "our" and "us" refers to United Overseas Bank (Malaysia) Bhd [Co. No. 199301017069 (271809-K)].
17. "You" and "your" refers to the applicant for the Loan in the Application Form.