

**TERMS AND CONDITIONS GOVERNING NON-INDIVIDUAL FIXED DEPOSIT ACCOUNT  
(Effective from 1 May 2022)**

**Definitions**

'Accountholder(s)', 'you' or 'your'	means the non-individual accountholder of the Fixed Deposit Account and shall include their respective personal representatives, successors-in-title and permitted assigns.
'Applicable Laws'	means all relevant or applicable statutes, laws, rules, regulations, guidelines (including but not limited to BNM's guidelines), directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organizations with jurisdiction over us or any other person within the Group).
'Associated Party'	means any of the following:- (a) your director; (b) your shareholder; (c) a company of which any of your directors is a director or a shareholder; (d) a company of which any of your shareholders is a shareholder or a director; (e) your parent or holding company; (f) your subsidiary company; (g) a company of which you are directly or indirectly a shareholder; (h) a partnership of which you are a partner; (i) a sole-proprietorship of which you are a proprietor; (j) a company of which you are a director.
'Authorised Person(s)'	means a person (whether alone or jointly with any other person or persons) authorised by you to operate the Fixed Deposit Account and to act on your behalf in giving instructions in relation to the Fixed Deposit Account.
'BNM'	means Bank Negara Malaysia.
'Branch'	means our branch office where the Fixed Deposit Account is opened and/or maintained.
'Business Day'	means a day on which the Bank is opened and/or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by this Terms and Conditions.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'Confirmation Advice'	means the acknowledgement slip or placement advice issued by us to you to evidence the placement or withdrawal of the Fixed Deposit in the Fixed Deposit Account on the date stated in the acknowledgment slip or placement advice.
'Day'	means a calendar day in a Gregorian calendar.
'Event of Default'	means any events or matters specified in Clause 12.2(c) to (dd) below.
'FATCA'	means the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA.
'Fixed Deposit'	means a deposit placed in Ringgit Malaysia (RM) or foreign currency in the Fixed Deposit Account.
'Fixed Deposit Account'	means banking account registered as a fixed deposit account, and includes the Foreign Currency Time Deposit.
'Group'	means our 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 us.

'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.
'Nominated Account'	a current or savings account maintained with us and designated by you for interest payable on the Fixed Deposit in the Fixed Deposit Account to be credited.
'Personal Data'	means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Fixed Deposit Account held by you, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.
'Sanctions'	means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.
'Statement of Account'	means the physical copy of the statement that we will issue to you quarterly or any additional physical statement issued upon your request which is available for viewing through BIB showing all transactions in the Fixed Deposit Account.
'Terms and Conditions'	means these terms and conditions governing the Fixed Deposit Account (including any variation or addition hereto as we may prescribe from time to time).
'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 (where you are an individual), or your Authorised Person, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation).
'the Bank', 'UOB', 'our', 'us' or 'we'	means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'UOB Business Internet Banking' or 'BIB'	means the business internet banking services provided by us to you (if you are a sole proprietor, partnership, society, association, organization or company) to enable you to access your accounts with us and effect banking or other transactions electronically through a computer or a mobile device.
'US'	means United States of America.
'US Person(s)'	means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

## 1. Terms and Conditions

By opening, maintaining and using the Fixed Deposit Account, you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every term.

## **2. Opening of Account**

- 2.1 To apply for a Fixed Deposit Account, you shall execute our standard account opening forms and provide to us such mandate (if any), specimen signature(s) and any other document or information as required by us.
- 2.2 We can approve or decline any Fixed Deposit Account application.

## **3. Deposits**

- 3.1 We will decide the minimum amount required for each Fixed Deposit placement into Fixed Deposit Account. Each deposit must be within the minimum and maximum tenure determined by us from time to time, at an interest rate quoted by us for the Fixed Deposit.
- 3.2 Any deposit in the Fixed Deposit Account shall be deposited over the counter at any of our branches, through interbank transfer, telegraphic transfer, the UOB Phone Banking service offered by us or through BIB.
- 3.3 All cheques and/or other payment instruments received by us will be subject to verification, confirmation and clearance by the issuing banks.
- 3.4 We may (but are not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Fixed Deposit Account.
- 3.5 A Confirmation Advice will be issued to you for each deposit placed. The Confirmation Advice is merely an acknowledgement of placement of a deposit in the Fixed Deposit Account and not a document of title.
- 3.6 The production of the original Confirmation Advice is not evidence that the Fixed Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems indicating that the Fixed Deposit has been uplifted.
- 3.7 We will renew automatically the Fixed Deposit on its maturity date (based on existing instructions on tenure and manner of interest disposal, at the interest rate prevailing at the time of renewal) unless you instruct otherwise. However, we are not obliged to do so.
- 3.8 Where a deposit is made by cheque and/or other non-cash payment instrument, the value date will commence only upon actual receipt of the proceeds from the drawer bank. Any Confirmation Advice issued by us pursuant to the placement of the Fixed Deposit is subject to the cheque and/or other payment instrument being honoured and the proceeds received by us, and until the proceeds are received by us, the Confirmation Advice will not be binding on us. If the cheque and/or non-cash payment instrument is dishonoured, we reserve the right to cancel the purported placement and the Confirmation Advice will be void with immediate effect. We may, but are not obliged to, return any cheque or other non-cash payment instrument which has been dishonoured by post to you at the address last known to us at your own risk and expense.
- 3.9 In relation to fund transfers (including telegraphic transfers) for credit into the Fixed Deposit Account, the value date will commence only upon actual receipt of the funds by us.

## **4. Withdrawal**

- 4.1 A Fixed Deposit may be withdrawn before its maturity date ("Premature Withdrawal") subject to our consent.
- 4.2 For any Premature Withdrawal of the Fixed Deposit, there will be no payment of interest accrued on the Fixed Deposit to you. In the event any interest has been credited in your Nominated Account or your Fixed Deposit Account prior to the Premature Withdrawal, such interest shall be deducted from the principal Fixed Deposit amount before the balance is returned to you.
- 4.3 Any instruction relating to withdrawals from the Fixed Deposit Account must bear the signature of the Authorised Person, or by such electronic means which we may prescribe from time to time. Any payment made by us pursuant to any instructions purporting to have been signed by you or the Authorised Person or by such electronic means shall be deemed to be properly made on your authority and we shall be discharged and released from any liability to you or to any other party in respect of such instructions.
- 4.4 We may require the production of your Authorised Person's identity card or passport (or such other means of identification acceptable to us) for any withdrawals from the Fixed Deposit Account.

4.5 Any proceeds withdrawn from the Fixed Deposit Account shall be credited into the Nominated Account maintained by you with us or in lieu thereof, by way of cashier's order or in such other manner as we may decide. For avoidance of doubt, any withdrawals made over the counter must be in Ringgit Malaysia (RM) regardless of whether the Fixed Deposit Account is denominated in RM or foreign currency.

## 5. Interest

5.1 Interest on Fixed Deposit shall be at a rate we determine at the time of placement or renewal (whichever applicable) ("**Contracted Interest Rate**"). Such interest rate is available at the branch where the Fixed Deposit Account is maintained.

5.2 We will calculate the interest payable on any Fixed Deposits at the Contracted Interest Rate based on the actual number of days it was deposited in the Fixed Deposit Account, including the placement date but excluding the maturity date, provided that it was maintained in the Fixed Deposit Account for the full placement tenure. The formula for interest calculation is as follows:

$$\frac{\text{Principal Amount} \times \text{Contracted Interest Rate} \times \text{No. Days}}{\text{Number of days in a calendar year}}$$

**Note:** the base number of days in a calendar year may vary depending on the currency. (GBP, HKD & SGD – 365 days, CAD, CNY, AUD, CHF, EUR, JPY, NZD & USD - 360 days)

5.3 For Fixed Deposits with a placement tenure of 12 months and below, interest shall be payable upon maturity of the respective Fixed Deposits.

5.4 For Fixed Deposits with a placement tenure of more than 12 months, interest shall be payable every six (6) months from the placement date or the renewal date (whichever applicable). In the event the Fixed Deposit matures before such period for the final interest payment, the final interest payment shall be payable upon the maturity of such Fixed Deposit.

## 6. Mandate/Instructions

6.1 For the operating mandate to operate or use the Fixed Deposit Account:-

- (a) if held by a sole proprietorship, you must provide us with information about yourself and all Authorised Person(s) as requested by us;
- (b) if held by a partnership, you must provide us with the operating mandate and information relating to the Accountholders, partners and/or the Authorised Person (whichever applicable) as requested by us; or
- (c) if held by a society, association, organisation or company, you must provide us with the resolution passed in accordance with your constitution or authorisation letter executed by a person authorised by your constitution to nominate and appoint your Authorised Person (whichever may be applicable) and the information relating to the Authorised Person as requested by us.

6.2 We shall act in accordance with your written instructions signed in accordance with the operating mandate of the Fixed Deposit Account.

6.3 Change of operating mandate:-

- (a) you must notify us promptly in writing of any change or variation in the operating mandate (including but not limited to change of addresses, telephone numbers, residential status, constitution of your business enterprise and name of account), Authorised Person, authorised manner of signing or when you want to change your or your Authorised Person's signature;
- (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt of such notification) to process such change or variation. We may act on any instructions, signed by you or your Authorised Person before we process such change or variation.

6.4 Instructions:-

- (a) All instructions given by you or your Authorised Person are irrevocable and binding on you.
- (b) We shall be entitled to refuse to accept or act on any instructions, whether for a withdrawal or any other transaction or any matter relating to the Fixed Deposit Account, if:-

- (i) we are unable to verify your identity or the identity of your Authorised Person to our satisfaction;
  - (ii) we have any doubt on the authenticity, clarity or completeness of the instructions;
  - (iii) the form or content of such instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
  - (iv) the instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Fixed Deposit Account;
  - (v) we believe or suspect that the instructions are unauthorised, fraudulent or forged;
  - (vi) the signature on the instructions differs from the specimen signature in our records;
  - (vii) an Event of Default has occurred or is continuing; or
  - (viii) we deem appropriate in the circumstances,
- and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act.
- 6.5 We may act upon any instructions which we believe in good faith to be given by you or your Authorised Person, without inquiry as to:-
- (a) the identity or authority of the person giving or purporting to give such instructions; or
  - (b) the authenticity thereof or notwithstanding:-
    - (i) that such instructions may conflict with other instructions given by you to us; or
    - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.
- 6.6 We may refuse to accept or act on the instruction given by any of your Authorised Person who has been adjudged bankrupt without being liable to you.
- 6.7 Any instruction received after we have notice of any of your Authorised Person's death will not be acted upon regardless of the date of the instruction.
- 6.8 If prior to acting on instructions received from one Authorised Person, we receive contradictory instructions from another Authorised Person, we shall immediately thereafter act only on the mandate of all Authorised Persons in relation to the Fixed Deposit Account.
- 6.9 You authorise us to act upon any instruction given to us in writing signed and sent by post or facsimile (or supposedly to be so signed and sent) by the Authorised Persons. You are aware and acknowledge and accept the risks of misunderstandings and errors in the instructions being given by the Authorised Person in such manner and we shall not be liable for any loss, liability or expense that may result from such misunderstandings, errors and unauthorised instructions.
- 6.10 We can decide not to act on or accept instructions given in writing without any reason given and you agree that we shall not be responsible for any loss, liability or expense sustained by you, by reason of our refusal or omission to act on such instructions.
- 6.11 Unless it is due to our gross negligence or willful misconduct, we shall not be liable to you for any loss, liability or expenses that may result from:-
- (a) any misunderstanding, errors, unauthorised alterations or instructions, fraud, forgery, operational failures or faults in the transmission of your instructions;
  - (b) any misunderstanding, error or unauthorised instructions; or
  - (c) any delay on our part in acting on any instruction.
- 6.12 To the fullest extent permitted by law and unless it is due to our willful misconduct or gross negligence, you agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your aforesaid instructions, or as we deem fit, refusing to act on your aforesaid instructions or part of it.
- 6.13 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify your identity and/or your Authorised Person's identity and that the transaction has been authorised by you and/or your Authorised Person. Without prejudice to the foregoing, we may require confirmation of any instructions from you or your Authorised Person in any form or manner as we deem appropriate.

## **7. Provisions for Sole Proprietor/Partnership/Association/Organisation/Company**

- 7.1 For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by you to us even if there are any changes in the way the sole proprietorship is constituted, you implement a name change or the sole proprietorship no longer exists.
- 7.2 For partnership (registered under the Partnership Act 1961), all partners (on a joint and several basis) are bound by these Terms and Conditions, and liable for all debts and other liabilities owed by you to us even if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved. We may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Fixed Deposit Account as if there had been no change in the partnership's constitution.
- 7.3 For partnership (registered under the Limited Liability Partnerships Act 2012), if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved, we may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Fixed Deposit Account as if there had been no change in the partnership's constitution.
- 7.4 For societies, association, organisation or companies, any change in your constitution by amalgamation, consolidation or otherwise shall not affect or determine your liability under the Fixed Deposit Account.
- 7.5 You shall promptly notify us in writing of any change in the constitution or name of the sole proprietorship, partnership, society, association, organisation or company.
- 7.6 If you are a partnership (which is registered under the Partnership Act 1961), on the death of any partner, we can and at any time as we may deem fit, so decide that the entitlement of the Fixed Deposit Account shall pass to the surviving partners and such passing shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent. We may also suspend the Fixed Deposit Account upon the death, bankruptcy or insanity of any partner.
- 7.7 If you are a society, association, organisation, company or a partnership (registered under the Limited Liability Partnerships Act 2012), on the death of any Authorised Person(s), we shall be authorised to act on the instructions of the surviving Authorised Person(s) as specified in the Fixed Deposit Account application form as if the deceased Authorised Person was not an Authorised Person of the Fixed Deposit Account, subject to our receipt of any prior notification in writing by you of any changes or variation to the operation of the Fixed Deposit Account.
- 7.8 On the presentation of a bankruptcy or winding-up petition or any notice of dissolution against you, we can suspend the Fixed Deposit Account and such suspension shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

## **8. Accounts in Trusts**

We are not obliged to recognise any person other than you as having any interest in the Fixed Deposit Account(s). If we open the Fixed Deposit Account in your name "in trust" or "as nominee" or using some similar designation, you undertake to operate such Fixed Deposit Account(s) solely for the benefit of such beneficiary(ies). You shall indemnify us against any loss or liability in respect of the operation of the Fixed Deposit Account(s).

## **9. Charges**

- 9.1 You may have to pay fees and charges for the use of the Fixed Deposit Account and such fees and charges may be amended from time to time. The current rates on fees and charges will be made available to you at our branches, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.
- 9.2 You shall be liable to pay all costs, charges, disbursements, fees and expenses (including but not limited to our legal fees) in connection with or incidental to the Fixed Deposit Account including but not limited to the enforcement of or preservation of any of our rights under the Fixed Deposit Account.

9.3 We may from time to time, impose, vary or revise any fees and charges imposed on the Fixed Deposit Account by giving twenty-one (21) Days' prior notice.

#### **10. Statement of Account and Confirmation Advices**

10.1 We will issue a Statement of Account recording the transaction (if any) and balances in respect of the Fixed Deposit Account at quarterly intervals or such other intervals we deem fit.

10.2 If there are no transactions in the Fixed Deposit Account for a particular quarter, no Statement of Account will be issued for that quarter.

10.3 We will issue a Confirmation Advice for the placement or withdrawal of a Fixed Deposit in the Fixed Deposit Account. For placements or withdrawals that are not made over the counter, the Confirmation Advice may be sent to you by ordinary mail.

10.4 Any request for additional statement or advice must be made in writing to us and this will be subject to a charge as published at our website upon such request being made.

10.5 We will only send one Statement of Account to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in effect in respect of the operation of the Fixed Deposit Account.

10.6 You agree that you are under a duty to:-

- (a) check all entries in the Confirmation Advice and Statement of Account;
- (b) promptly notify us in writing of any error, omission or inaccuracies in the Confirmation Advice within fifteen (15) Days from the date of the Confirmation Advice;
- (c) promptly notify us in writing of any error, omission or inaccuracies in the Statement of Account within fifteen (15) Days from the date of the Statement of Account;
- (d) sign and return any Confirmation Advice, including that related to auditing purposes (if requested to do so);
- (e) promptly notify us in writing if you did not receive the Statement of Account within fifteen (15) Days from the expected date of receipt; and
- (f) monitor all your balances all the time and report to us when you discover any unauthorized transactions.

10.7 If we do not receive any written notification from you under Clauses 10.6(b) and 10.6(c) within the period stated above, you shall be deemed conclusively:-

- (a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries in the Confirmation Advice and Statement of Account and the balance set out in the Statement of Account; and
- (b) to have ratified or confirmed each and every one of the transactions represented by the entries set out in the Statement of Account.

The entries in the Confirmation Advice and Statement of Account shall be deemed as conclusive evidence of your instruction to us to effect the transaction(s) set out in the Confirmation Advice and Statement of Account. You shall have no claim against us arising from, in connection with or as a result of any transactions referred to in the Confirmation Advice and Statement of Account.

10.8 We reserve the right to adjust, reverse, cancel any entry into the Statement of Account or debit the Fixed Deposit Account at any such time if we:-

- (a) need to correct any error or omission;
- (b) are required to return funds wrongfully credited in the Fixed Deposit Account; or
- (c) we have not received cleared or unconditional funds in full or in time.

Any entries in the Statement of Account so rectified shall be binding on you.

## 11. Representations and Warranties

### General Representations and Warranties

- 11.1 Our acceptance of your application for the opening of the Fixed Deposit Account 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 duration of the Fixed Deposit Account:-
- (a) you have full power, right, capacity and authority to, accept and agree to these Terms and Conditions and perform these Terms and Conditions;
  - (b) no person other than you has an interest in the Fixed Deposit and the Fixed Deposit Account;
  - (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the Fixed Deposit in the Fixed Deposit Account or any of your account held with us ;
  - (d) that there are no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
  - (e) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
  - (f) that you are able to pay your debts as and when they fall due and that no winding-up proceedings have been commenced or are being threatened against you;
  - (g) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
  - (h) that no Event of Default has occurred or is continuing;
  - (i) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under these Terms and Conditions;
  - (j) that all the information given by you to us in relation to the Fixed Deposit Account do not contain any untrue or misleading statement or omit to state any fact;
  - (k) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Fixed Deposit Account, causing us to breach any Applicable Laws;
  - (l) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
  - (m) that you are not:-
    - (i) a national or resident of any country which is subjected to Sanctions;
    - (ii) an entity incorporated under the laws of or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; or
    - (iii) a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
  - (n) except with our express written consent, no person has or will have any security or other encumbrances over the Fixed Deposit Account.
- 11.2 The above representations and warranties shall be deemed repeated whenever you give any instructions in connection with the Fixed Deposit Account.

### Financial Crime

- 11.3 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").
- 11.4 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 or notice to you, have the right to immediately:-
- (a) close all accounts and terminate all services you have with us;
  - (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;
  - (c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding;



- (d) make reports and take such other actions as we may deem appropriate; or
- (e) exercise all our rights stated in Clause 12.

- 11.5 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.
- 11.6 You represent and warrant that you and/or any Associated Party, or to your knowledge, any director, shareholder, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has 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, and to your knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

## **12. Closure/Suspension of the Fixed Deposit Account**

- 12.1 You can request to close the Fixed Deposit Account by providing written instructions to us and settling all outstanding amounts (including fees, charges and any other costs) if any, due to us.
- 12.2 Notwithstanding Clause 12.1 above, we may close, withdraw or suspend the Fixed Deposit Account:-
- (a) as we deem fit with prior notice to you;
  - (b) if the Fixed Deposit Account has zero balance and there is no transaction in the Fixed Deposit Account for a continuous period of twelve (12) months. We will provide written notification to you after such closure, withdrawal or suspension of the Fixed Deposit Account;
  - (c) if in our opinion, you do not comply with any Applicable Laws;
  - (d) if in our opinion, the Fixed Deposit Account is not operated in a proper or regular manner;
  - (e) if you, or any joint Accountholder, threaten to breach or you have breached any of these Terms and Conditions or other terms and conditions and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
  - (f) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
  - (g) if you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
  - (h) if you pass away or become insane;
  - (i) if you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) days;
  - (j) if you commit any act of bankruptcy or are unable to pay your debts, as the case may be, or suspend your debts, as the case may be, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
  - (k) if any resolution is passed, or if a petition is presented against you:
    - (i) for bankruptcy, liquidation, winding-up or dissolution; or
    - (ii) for the appointment of a liquidator, receiver, trustee or judicial manager;
  - (l) if a liquidator, receiver, trustee, judicial manager or a similar official is appointed for all or a substantial part of your assets;
  - (m) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
  - (n) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
  - (o) if in our opinion, there is any change or threatened change in:-
    - (i) circumstances which would materially and adversely affect your business or financial condition or your ability to perform your obligations under these Terms and Conditions; or
    - (ii) circumstances in relation to you or any of your directors or members of the management board or any direct or indirect shareholder that could, in our opinion, expose us to the risk of loss or reputation or regulation action in any country;
    - (iii) your status as a Malaysian citizen;
    - (iv) your status as a resident or resident controlled company; or

- (v) your shareholders, shareholding structure, directors or management;
- (p) if a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
- (q) if any of your cheques is dishonoured;
- (r) if you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over us;
- (s) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
- (t) if you fail to discharge any obligation or liability to us or to any other person;
- (u) 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) 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;
- (v) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
- (w) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
- (x) if we suspect or have reasons to believe that the Fixed Deposit Account or any part of it is used for any unlawful activity;
- (y) if there is any investigation by any police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or otherwise) pending, on-going or threatened against you;
- (z) if you have been charged or convicted for any criminal offences or have any criminal records;
- (aa) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (as amended or replaced from time to time);
- (bb) if your whereabouts are unknown to us;
- (cc) if you become a US Person; or
- (dd) if we decide that the continuation of the Fixed Deposit Account could likely be detrimental to our own position; our decision is final and is not subject to query by you.

12.3 When any of the events in Clauses 12.1 and 12.2 above happens:-

- (a) we will not be under any further obligation and/or commitment to you in relation to the Fixed Deposit Account;
- (b) we may (but are not obligated to) suspend (indefinitely or otherwise) or close the Fixed Deposit Account, or our relationship with you and all moneys and interest then owing to us under the Fixed Deposit Account will immediately become payable on demand by us;
- (c) we may apply any of the Fixed Deposits against any loss arising thereof and/or amounts which you owe to us;
- (d) we may apply any of the credit amount in any account you may have with us against any loss arising thereof and/or amounts which you owe to us; or
- (e) we will be entitled to exercise any right or power:-
  - (i) which we may have under any of these Terms and Conditions; and
  - (ii) which may be available to us in law;

without any prior notice to you, unless expressly stated otherwise.

12.4 You cannot use the Fixed Deposit Account for any unlawful activities.

12.5 We may take all 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 of 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 Fixed Deposit Account, making reports and taking such actions we may decide as appropriate.

12.6 Any closure or cancellation or suspension of the Fixed Deposit Account by us shall not entitle you to claim for any compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation or suspension.

12.7 For a closure event under Clauses 12.1 and 12.2(a), prior to the date of closure, you shall instruct us as to the proper disposal or transfer of the Fixed Deposits in the Fixed Deposit Account.

12.8 Upon the closure/cancellation of the Fixed Deposit Account, you must pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued on to date of closure/cancellation of the Fixed Deposit Account.

12.9 If there is any payment obligation by us to you after the closure or cancellation of the Fixed Deposit Account, we shall issue and send a banker's draft or cashier's order made payable to you, by ordinary post to your last known address in our records. After we have acted in accordance with the above provisions, it shall constitute a valid and complete discharge of our obligations in relation to the Fixed Deposit Account.

### **13. Our Agents**

We may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking transaction of you. Such bank or agent is deemed to be agent and we shall not, in any circumstances, be responsible or be liable to you by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of any such bank or agent. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties or levies, will be for your Fixed Deposit Account.

### **14. Sanctions and Anti-Money Laundering**

14.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Fixed Deposit Account which we deemed necessary in order to :-

- (a) comply with the laws or Sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti-terrorism); and/or
- (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

14.2 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.

14.3 You declare and undertake to us that the processing of any transactions will not breach any laws or Sanctions in 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.

### **15. Retention of Records**

You agree that we are not obligated to maintain any records of the Fixed Deposit Account, including but not limited to the account opening forms, Statement of Account, Confirmation Advices, cheque images, correspondences or documents in relation to the Fixed Deposit Account, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.

### **16. Taxes, Duties or Levies**

16.1 You are liable to pay for any taxes or levies which as at the date of the opening of the Fixed Deposit Account or at any date subsequent to the date of the opening of the Fixed Deposit Account, is required by law, 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 fees and charges or incurred by us or services provided in relation to the Fixed Deposit Account.

16.2 Any taxes or levies incurred by us in relation to the use of the Fixed Deposit Account and any other goods or services provided under the Fixed Deposit Account shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.

### **17. Right to Debit**

17.1 Without affecting any other rights that we may have under these Terms and Conditions or by law, we may, at any time, without giving you any prior notice, debit your Fixed Deposit Account or any other account (including the balance on any overdraft account) which you may have with us whether alone or with any other person with any moneys whatsoever which are payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.

17.2 If there is an Event of Default, any debiting of your account by us shall not amount to a waiver of such Event of Default.

17.3 If any debiting of any of your accounts causes that account to be overdrawn, interest at the prevailing rate as we may impose and determine from time to time shall be payable to us accordingly.

## **18. Right of Set-Off and Consolidation**

18.1 In addition to any general right of set-off under law or any other agreement, you agree that we may, at any time, combine, consolidate or merge all or any of your accounts (whether the Fixed Deposit Account, current, deposit, loan or otherwise) with us. You authorise us, after giving you seven (7) Days' notice, to set-off or transfer any sums standing to the credit of any such accounts (whether matured or not) ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions or under any other agreements and/or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").

18.2 Upon the issuance of the notice mentioned in Clause 18.1 above, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off and you shall not be entitled to withdraw any of the Deposits, without our prior written consent.

18.3 Where such combination, set-off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.

18.4 If there is a shortfall between the amount due and the amount so realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not banker-customer relationship between us and you have ceased or been terminated.

18.5 Neither the Deposits nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Deposits or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

18.6 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the Fixed Deposit from the Fixed Deposit Account or the credit balances from any account you have with us, with our consent.

## **19. Terms and Conditions Governing UOB Phone Banking Service**

In addition to these Terms and Conditions, if you request for our services through UOB Phone Banking Service, the UOB Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for these Terms and Conditions. You can view the UOB Phone Banking Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **20. UOB Internet Banking (Business) Service Terms and Conditions**

In addition to these Terms and Conditions, if you request for our services through BIB, the UOB Internet Banking (Business) Service Terms and Conditions will apply in addition to and not in substitution for any terms and conditions contained in these Terms and Conditions. You can view the UOB Internet Banking (Business) Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **21. No Set-Off or Counterclaim by Accountholder**

Until all monies owing are paid or discharged in full, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which we have existing or implied by law.

## **22. Costs and Expenses**

22.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Fixed Deposit Account, the enforcement or attempted preservation or enforcement of our rights under these

Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with interest from the date of demand to the date of full payment at such rates as determined by us.

- 22.2 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under the Fixed Deposit Account.

### **23. 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.

### **24. Amendments**

- 24.1 We can at any time, vary, add to, delete or amend these Terms and Conditions by giving you twenty-one (21) Days' prior notice, either through your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose.
- 24.2 If you do not accept the amendments, you must close the Fixed Deposit Account within seven (7) Days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.
- 24.3 We can amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Fixed Deposit Account by providing prior notice to you.

### **25. Disclosure of Information**

You consent, authorize and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Fixed Deposit Account) can disclose at any time without notifying you beforehand, relevant information relating to you, any of your Authorised Person(s) or the Fixed Deposit Account to the following persons:-

- (a) any of the Group for any of the following purposes:-
- (i) providing you with banking services;
  - (ii) reporting;
  - (iii) data matching;
  - (iv) improving and furthering the provision of other services by us or any of the Group to you;
  - (v) fraud or crime prevention;
  - (vi) investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing operations;
  - (ix) performance of duties as an officer of our or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating the performance of our or any member of the Group's functions;
  - (xi) compliance with the Group's policies, guidelines, directives or requirements;
  - (xii) corporate exercise; or
  - (xiii) any legal process initiated by or served on us;
- (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 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) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors, and professional advisors;
- (g) 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;
- (h) any receiver appointed by us or by any other party;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance/takaful provider or direct or indirect provider of credit protection;
- (k) 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;
- (l) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- (p) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (q) any of your directors or Authorised Persons; or
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

## **26. 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.

## **27. Searches**

- 27.1 We may but are not obliged to conduct bankruptcy searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the opening of the Fixed Deposit Account.
- 27.2 You consent to us carrying out such searches on you to the extent permitted by the law.

## **28. Data Protection**

- 28.1 If you are a sole proprietorship, partnerships or other business entity, a corporation or other organisations, you hereby confirm that you have explained or will explain to your Third Party Data Subjects that their Personal Data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.
- 28.2 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.

- 28.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Fixed Deposit Account with us or otherwise subscribing to our products and services, you:
- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice issued by us (which is available at our branches as well as at our website [www.uob.com.my](http://www.uob.com.my));
  - (b) 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 and/or in instances where we are required to evidence the same;
  - (c) have informed the said Third Party Data Subject:-
    - (i) that we may collect or verify their Personal Data with third party sources;
    - (ii) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
  - (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
  - (e) agree to update us in writing in the event of any material change to the said Personal Data; and
  - (f) agree to our right to terminate these Terms and Conditions and close the Fixed Deposit Account should such consent be withdrawn by the said Third Party Data Subject.
- 28.4 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.
- 28.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, 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) to our merchants and strategic partners where your express prior consent has been obtained.
- 28.6 You may choose not to receive or to cease receiving any direct marketing materials from us by completing the online form available at <https://forms.uob.com.my/eservices/business/tb-edm-unsubscribe/index.html> (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.
- 28.7 You acknowledge that certain communications such as Statement 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 Fixed Deposit Account and/or without imposing additional costs to you.
- 28.8 You and the Third Party Data Subject are entitled to request in writing:
- (a) for any information in relation to your 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 through 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 requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'. We may charge a fee for processing any request for access. We may also refuse to comply with any 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.

- 28.9 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.
- 28.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where 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, Fixed Deposit Account and/or facilities that is linked to such Personal Data.
- 28.11 We reserve the right to amend this Clause 28 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.
- 28.12 This Clause 28 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **29. Compliance with FATCA**

- 29.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- 29.2 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 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.

You further acknowledge that any failure on your part to provide 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.

- 29.3 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure 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 29, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 29.4 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.

- 29.5 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.

- 29.6 To the fullest extent as may be permitted by law and unless it is due to our wilful misconduct or gross negligence, 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
- 29.7 This Clause 29 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 29 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

### **30. Notices and Communication**

- 30.1 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 post (registered, AR registered, ordinary or otherwise) your address as stated in the application form or such other address last known to us;
  - (c) sent by facsimile transmission to the facsimile number last known to us;
  - (d) sent by electronic mail to the electronic mail address last known to us;
  - (e) sent by short message system (SMS) to the mobile phone number last known to us;
  - (f) communicated to you by posting on our website; or
  - (g) communicated to you by insertion in any Deposit Statement which we send to you.
- 30.2 The said notice or communication will be deemed to have been received by you:-
- (a) at the time of delivery at your address, if delivered by hand;
  - (b) on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted;
  - (c) at the time the facsimile transmission is completed;
  - (d) at the time the electronic mailing is completed;
  - (e) at the time the sending by short message system (SMS) is completed;
  - (f) at the time of posting on the our website; or
  - (g) at the time the Statement of Account is deemed to have been received by you.
- 30.3 We also reserve the right to serve on you any notice in connection with the Fixed Deposit Account by 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 regardless of whether you have actually seen the advertisement.
- 30.4 Changes in contact details:-
- (a) You agree to notify us immediately on any changes of your correspondence, mailing or residential address and your contact information ("Information").
  - (b) If you do not inform us of any change in your Information, you agree that we may rely on:-
    - (i) any address and/or contact information stated in the application form or as reflected in our records; or
    - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
  - (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Confirmation Advice, Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

### **31. Service 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 in any communication purportedly 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 through prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly 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.

**32. Compliance with Foreign Exchange Administration Rules issued by BNM and/or the Controller of Foreign Exchange**

32.1 The opening and the operation of the Fixed Deposit Account are subject to qualifying conditions and rules set by BNM and/or Controller of Foreign Exchange (collectively, "FX Regulations"), a copy of the FX Regulations may be obtained from BNM's website at [www.bnm.gov.my/fxadmin](http://www.bnm.gov.my/fxadmin) ("Website"). You are under a duty to check the Website from time to time for any updates or changes to the FX Regulations.

32.2 By continuing using and operating the Fixed Deposit Account, you are deemed to have read, understood and agreed to comply at all times with the FX Regulations.

32.3 In addition to the above, we may impose additional conditions pertaining to the opening and operation of the Fixed Deposit Account for the purpose of, including but not limited to, complying with any laws, guidelines, rules, regulations, policies and/or obligations applicable to us (whether in or outside Malaysia) (collectively, "Conditions").

32.4 In order to comply with the FX Regulations and/or the Conditions, we have the right to:-

- (a) convert monies in the Fixed Deposit Account or any part thereof to another currency at such rate and at such time as we deem fit; and/or
- (b) reject or reverse deposits or any part thereof to be credited or deposited into the Fixed Account,

at any time without further reference to you. If that happens, we shall credit such monies that we converted, rejected or reversed to any other account that you have with us or to issue a cashier's order under your name or in such other manner as we may decide.

**33. Circumstances Beyond Our Control**

If we are unable:

- (a) to perform any of our obligations under these Terms and Conditions;
- (b) to carry out our usual business operations; or
- (c) to provide any service, due to any reason beyond our control including, but not limited to:-
  - (i) any fire, earthquake, flood, lightning, tsunami, epidemic, natural disaster, accident, riot, civil disturbance, industrial dispute, act of terrorism, embargo, war, act of God;
  - (ii) any failure of or disruption to telecommunications, internet, electricity, water or fuel supply; or
  - (iii) any circumstances in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions,

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 of such failure to perform.

**34. Indemnity**

34.1 In addition and without prejudice to any other of our right or remedy (at law or otherwise), to the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, you will indemnify us for all losses, costs, charges and expenses whatsoever, including legal costs on a full indemnity basis you will on demand indemnify us and hold us harmless from and against all losses, costs, charges and expenses whatsoever, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur due to:-

- (a) any failure by you to comply with any of these Terms and Conditions;
- (b) us acting in accordance with your instructions or in any manner permitted under these Terms and Conditions;

- (c) any change in any Applicable Laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
- (d) any act or thing done or caused to be done by us in connection with or referable to the Fixed Deposit Account or these Terms and Conditions;
- (e) us relying and acting upon any instructions from you in good faith even if it is subsequently shown that the instructions were not given, written or authorized by you; and/or
- (f) the occurrence of any Event of Default.

34.2 Our certification of the amount of the said loss or expenses will be conclusive and binding upon you unless there is any obvious mistake.

### **35. No Waiver**

35.1 You agree that if you breach any of these Terms and Conditions, we may decide not to exercise any right or remedy which we may have in relation to your breach.

35.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any of our rights or remedies available to us under these Terms and Conditions and any Applicable Law. Any delay on our part in taking steps to enforce the remedies available to us under these Terms and Conditions or any Applicable Law shall not in any way affect our right to take those steps and we retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.

### **36. Severability**

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

### **37. Cumulative Remedies**

The rights, remedies, powers, and privileges provided under these Terms and Conditions are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

### **38. Preservation of Right and Entitlement**

You agree that, regardless of what is stated anywhere else in these Terms and Conditions, our rights as stated in these Terms and Conditions will continue to remain in full force and effect, and will survive any closure, cancellation, revocation or suspension of the Fixed Deposit Account.

### **39. Change in Constitution**

The rights, liabilities and/or obligations created by these Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of our business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in our constitution, or of any company by which our business is carried on, and will be available to the company carrying on that business.

### **40. Assignability**

40.1 You may not assign any of your rights under these Terms and Conditions and under the Fixed Deposit Account without our prior written consent.

40.2 We may assign any or all of our rights under these Terms and Conditions and under the Fixed Deposit Account to any person we deem fit.

**41. Successors Bound**

These Terms and Conditions will be binding upon your heirs, personal representatives and successors-in-title and our successors-in-title and assigns.

**42. Perbadanan Insurans Deposit Malaysia (PIDM)**

The deposits maintained by you in the Fixed Deposit Account are protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor, subject to the terms and conditions of PIDM, and a copy of the PIDM brochure has been provided to you. UOB is a member of PIDM.

**43. Governing Law**

These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia, and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the ground of suitability of venue, jurisdiction, or any similar ground; and
- (c) consent to service of Legal Process in any manner permitted by these Terms and Conditions and/or Applicable Laws.