

TERMS & CONDITIONS OF UOB COMMERCIAL CARD FACILITY

By completing and submitting this UOB Commercial Card (CorporateMember) Application Form to United Overseas Bank (Malaysia) Bhd, the Applicant (hereinafter referred to as the CorporateMember) hereby agree to the following Terms & Conditions of UOB Commercial Card governing the UOB Commercial Card facility approved to the CorporateMember and the UOB Credit Card Agreement issued to the CardMember along with Card.

DEFINITIONS

In this Terms & Conditions, the following expressions shall have the meanings assigned to them below:

“Applicant” refers to the entity making the application for the UOB Commercial Card facility via the UOB Commercial Card (CorporateMember) Application Form.

“Bank” refers to United Overseas Bank (Malaysia) Bhd (Company No. 271809 K), having its registered address at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and includes its branches situated throughout Malaysia.

“Billing Period” means the period from the 1st day to the last day of a calendar month or any other period so determined by the Bank within which all the transactions entries to the Card Account is listed/recorded by the Bank on to the Statement of Account and sent to the CardMember.

“Commercial Card facility” means the facility whereupon the Bank grants a Corporate Credit Limit to the CorporateMember and Credit Limit through the issuance of the Card to the CardMember(s) selected by the CorporateMember.

“Card” means the either the CORPORATE, BUSINESS or PURCHASING VISA/MASTERCARD Cards issued by the Bank to the CardMember(s) under the UOB Commercial Card facility.

“Card Account” means the Cardmember's account with the Bank opened and maintained for purposes charging/debiting the value of all purchase of goods and/or payment of services, cash withdrawals and fees and charges or whatsoever nature incurred using the Card including any payments made or credited to the Card account and all other transactions whatsoever as may be appropriate are recorded by the Bank.

“Cardmember” means the authorized person appointed by the CorporateMember to whom the Card is to be issued and whose name appears on the face of the Card.

“CorporateMember” means the CorporateMember refers to the company, sole proprietor, partnership, business owner, association, society or any other entities which are properly and legally incorporated making the application and successfully accepting the UOB Commercial Card facility.

“Corporate Credit Limit” means the credit limit in Ringgit Malaysia or its equivalent assigned by the Bank to the CorporateMember under and for the purposes of the Commercial Card facility.

“Credit Limit” means the credit limit in Ringgit Malaysia or its equivalent as advised by the CorporateMember to be assigned to each CardMember's Card Account for transactions using the Card.

“Statement of Account” means the monthly itemized statement showing all the transactions entries to the Card Accounts of each Cardmember for a particular Billing Period and amongst others the Total Balance Due for immediate payment in full to the Bank.

“Statement Date” means the date of a Statement of Account and the Summary Statement of Commercial Cards which is equal to the last day of the Billing Period whereupon the Statements and the Summary Statements are prepared for posting to the CardMember(s) and CorporateMember, respectively.

“Total Balance Due” means the total of amount due for full payment to the Bank under each CardMember Card Account as at the Statement Date.

“UOB Credit Card Agreement” means the terms and conditions contained in the UOB Credit Card Agreement which is issued along with the Card to the CardMember.

“UOB Commercial Card (CorporateMember) Application Form” means the application form that the CorporateMember shall use to apply for the UOB Commercial Card facility which must be completed and duly authorized by the authorised persons representing the CorporateMember.

“UOB Commercial Card (CardMember) Application Form” means the form to be completed with the CardMember's particulars and duly signed by both the CorporateMember's authorized person and CardMember.

1. UOB Credit Card Agreement

The CorporateMember agrees that the terms under the UOB Credit Card Agreement applicable to the CardMember shall be read together with the relevant/necessary changes to the CorporateMember and for such purpose the term “CardMember” shall be read and construed as if the term “CorporateMember” was substituted in its place.

2. ISSUANCE OF THE CARD(S)

- 2.1 Upon approval, the Bank shall issue the Card(s) to person(s) (hereinafter referred to as the CardMember) appointed by the CorporateMember via the UOB Commercial Card (CardMember) Application Form.
- 2.2 The CorporateMember confirms that the CardMember(s) are at or above 21 years of age as at the date of application and meet a minimum income of RM36,000-00 per annum.
- 2.3 Supplementary Cards shall NOT be issued under the UOB Commercial Card facility.

3. CARD & UOB COMMERCIAL CARD facility

- 3.1 The Card shall at all times remain the property of the Bank.
- 3.2 The Bank reserves the right at its sole and absolute discretion to either approve or refuse the issuance/renewal/replacement of the Card to the CardMember. The Bank also reserves the right at its sole and absolute discretion at any time without notice or assigns any reason therefore and without any liability whatsoever cancel/withdraw the UOB Commercial Card facility granted to the CorporateMember.
- 3.3 The UOB Commercial Card facility and the use of the Card shall be governed by the terms and conditions herein and those under the UOB Credit Card Agreement and all requirements, directives, regulations and guidelines in relation thereto issued by the Bank, Bank Negara Malaysia, Visa International/MasterCard Worldwide and/or any other authority having jurisdiction over the Bank, at any time and from time to time.

4. CORPORATE MEMBER LIABILITY

- 4.1 The CorporateMember shall be liable to the Bank for all transactions made under each CardMember's Card account, whether authorised by the CardMember or otherwise including all charges, interest, fees and commissions until full settlement thereof after all Card(s) issued under the UOB Commercial Card facility has been duly returned cut in half.
- 4.2 The respective CardMember are jointly and severally liable for the Total Balance Due on each CardMember's Card.

5. PAYMENT

- 5.1 On the Statement Date of each month, the Bank shall send by standard post (a) Statement of Account containing all transactions posted during the Billing Period to the CardMember's Card Account to the CardMember and (b) the Summary Statement of Commercial Card Accounts on all Cards to the CorporateMember.
- 5.2 Upon receipt of the monthly Statement of Account and/or the Summary Statement, the CorporateMember may elect to make one or the other of the following payments:
 - a. the outstanding balance as at the Statement Date of the Card Account which is due and payable on or before the Payment Due Date; or
 - b. the Minimum Payment Due that is :
 - i. where the outstanding balance as at the Statement Date of the Card Account is within the Credit Limit assigned by the Bank, a minimum of 5% of the outstanding balance and such other unpaid minimum payment specified in preceding Statement(s) of Account, subject to a minimum of RM50 only; or
 - ii. where the outstanding balance as at the Statement Date of the Card Account is in excess of the Credit Limit assigned by the Bank, the whole of the amount in excess of Credit Limit together with a minimum of 5% of the outstanding balance and such other unpaid minimum payment specified in preceding Statement(s) of Account.
- 5.3 The Bank's acceptance of late or partial payments marked as constituting payment in full or any waiver on the part of the Bank of its rights or any indulgence granted to the CorporateMember shall not operate to prevent the Bank from enforcing any of its rights herein nor shall such acceptance operate as consent to the modification of the terms and conditions herein in any respect whatsoever.

6. FEES & CHARGES

- 6.1 The CorporateMember agrees to pay and authorizes the Bank to debit the respective CardMember Card Account for all relevant Finance and Late Charges, Annual Fees, Service Fees and other fees and charges as detailed in the UOB Credit Card Agreement.
- 6.2 The Bank shall be entitled at its sole discretion to vary the rate of the fees and charges at any time and from time to time and such variation or change shall be notified by the Bank to the CorporateMember and/or the CardMember through notice in the Statement of Account and such variation shall take effect from the date specified which shall not be less than 21 days from the date of the first notification.

7. ASSIGNING CREDIT LIMIT TO CARDMEMBER

- 7.1 Upon approval of the UOB Commercial Card facility, Bank shall grant a Corporate Credit Limit to the CorporateMember.
- 7.2 The CorporateMember shall advise the Bank via the UOB Commercial Card (CardMember) Application Form to assign separate Credit Limit to each of the UOB Commercial Card held individually by the CardMember, the total of which shall not exceed the Corporate Credit Limit granted to the CorporateMember and subject to the approval of the Bank.
- 7.3 Without prejudice to item 7.2, the CorporateMember may apply to increase, reduce or vary the Credit Limit of the CardMember at any time and from time to time.
- 7.4 The Bank reserves the right to exercise its independent credit assessment and evaluation and upon providing a notice which is not less than three (3) working days reduce or vary the Corporate Credit Limit approved to the CorporateMember or the Credit Limit to a CardMember, without assigning any reasons whatsoever.
- 7.5 The Bank shall be under no obligation or liability whatsoever to the CorporateMember to ensure that the Cardmember's Credit Limit or the CorporateMember's Corporate Credit Limit is not exceeded and the CorporateMember shall immediately settle all amounts in excess of the Corporate Credit Limit or the Credit Limit of a CardMember upon receipt of the Monthly Statement or such other notice, letter or document as the Bank may deem appropriate.

8. COMMERCIAL CARD FACILITY STATEMENT

8.1 The Bank shall render to the CorporateMember, a monthly Summary Statement of Commercial Card Accounts reflecting the summary details of all the active Cards Account which indicates amongst others the Total Balance Due on all the CardMember's Card Accounts.

9. VALIDITY OF THE CARD

9.1 The Card is valid for the period prescribed by the Bank and embossed on the face of the Card unless cancelled under the terms and conditions in the UOB Credit Card Agreement.

9.2 The CorporateMember is required to immediately notify the Bank in writing in the event the CorporateMember wishes to withdraw the UOB Commercial Card facility and/or withdraw a Card which was earlier assigned to a CardMember. In such instances, the CorporateMember shall return to the Bank, all or the specific Card duly cut in half.

10. RIGHT TO APPLY PAYMENT

10.1 Any payment received from the CorporateMember may be applied by the Bank in any manner as the Bank shall in its absolute discretion deem fit.

10.2 Any payment received hereunder may be placed and kept to a suspense account for such period as the Bank shall deem fit without any obligation in the meantime to apply the same or any part thereof in or towards a discharge of any monies or liabilities due from the CorporateMember.

10.3 Notwithstanding any such payment in item 10.2, in the event of any proceedings in or analogous to insolvency of the CorporateMember, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such monies and liabilities against the CorporateMember.

11. RIGHT TO DISCLOSE

The CorporateMember agrees that the Bank (including the Bank's officials, employees, agents or any other persons to whom the Bank grants access to its records, correspondence or any material relating to the CorporateMember, the CardMember or the Card Account) can disclose at any time at the Bank's absolute discretion without notifying the CorporateMember beforehand, any information relating to the CorporateMember, CardMember or the Card Account, to the following persons:-

11.1 any members of the Bank's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere ("Bank's Group"), for any of the following purposes:-

- a. providing the CorporateMember with banking services;
- b. reporting;
- c. data matching;
- d. promoting, improving and furthering the provision of other services by the Bank or any member of the Bank's Group to the CorporateMember;
- e. fraud or crime prevention;
- f. investigating, preventing or otherwise in relation to money laundering and criminal activities;
- g. debt collection;
- h. outsourcing the Bank's operations;
- i. performance of duties as an officer of the Bank or in connection with the conduct of audit or the performance of risk management;
- j. facilitating the performance of the Bank or any members of the Bank's Group's functions;
- k. compliance with the Bank's Group's policies, guidelines, directives or requirements;
- l. corporate exercise;
- m. any legal process initiated by or served on the Bank.

11.2 any merchants or establishment which accepts VISA/MASTERCARD CARD, any other bank or financial institution, VISA International Service Association/MASTERCARD International Inc. or its successors, any member of VISA International Service Association and/or MASTERCARD CARD International Inc. and/or any other interested party to facilitate the use of the VISA/MASTERCARD CARD or the processing of any transaction affected or investigation of whatsoever nature to be made;

11.3 any person for or in connection with any action or proceeding taken to recover monies due and payable by the CorporateMember to the Bank under this Agreement;

11.4 any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

11.5 to any person, whether in Malaysia or elsewhere, which the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;

11.6 the police or any public officer conducting an investigation in connection with any offence including suspected offences;

11.7 credit card companies and financial institutions in connection with credit card enquiries;

11.8 to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);

11.9 the Bank's auditors, solicitors, and professional advisors;

- 11.10 the Bank's stationery printers, vendors of the computer systems the Bank uses, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- 11.11 any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau;
- 11.12 any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- 11.13 any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the CorporateMember and the Bank, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- 11.14 for transactions effected or processed with or without the CorporateMember's authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
- 11.15 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any members of the Bank's Group;
- 11.16 any person to whom the Bank or any members of the Bank's Group is permitted or required to disclose to under the law of any country; and
- 11.17 any other person to whom such disclosure is considered by the Bank to be in the Bank's interest, or the interest of any members of the Bank's Group.
- 11.18 The Bank can act in any way the Bank sees fit, without consulting the CorporateMember beforehand, if the Bank is served with a court order issued by a court of any jurisdiction. The CorporateMember agrees that the Bank will not be held liable for any loss or damage in connection with the Bank's actions.
- 11.19 Clauses 11.1 and 11.2 shall survive the termination of this UOB Commercial Card facility.
- 12 RIGHT OF SET OFF**
- 12.1 The Bank shall be entitled to (but shall not be obliged) at any time upon providing a notice of not less than seven (7) days to the CorporateMember, prior to the consolidation or merging of all or any of the CorporateMember's accounts and liabilities with and to the Bank whether singly or jointly with any other person and transferring or setting off any sums in credit in such accounts in or towards satisfaction of the CorporateMember's liabilities whether actual or contingent, primary, collateral, joint or several.
- 12.2 If any of the accounts in credit is expressed in the currency other than the currency of the liabilities, the Bank may convert them into the currency of the liabilities at the Bank's prevailing rate of exchange as shall be determined by the Bank at its sole discretion.
- 13 COST AND EXPENSES**
- 13.1 All cost and expenses (including but not limited to legal costs on a full indemnity basis) connected with the preservation, enforcement or attempt to enforce the right of the Bank and / or payment due to the Bank from the CorporateMember hereunder shall be payable by the CorporateMember, on a full indemnity basis, together with interest from the date the costs and expenses were incurred to the date of full payment thereof at such rate as the Bank may at its sole and absolute discretion prescribe from time to time.
- 13.2 The liability of the CorporateMember to pay the costs and expenses herein shall survive the termination of the Card facility.
- 14 WAIVER WITHOUT PREJUDICE**
- 14.1 The Bank may neglect or forbear to enforce any of the terms and conditions herein or waive such conditions as it deems fit or any breach by the CorporateMember of the same without prejudice to its right at any time afterwards to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach.
- 15 CHANGE IN CONSTITUTION**
- 15.1 The terms and conditions hereunder shall continue to be valid and binding notwithstanding any change in the CorporateMember's constitution by amalgamation, consolidation, reconstruction or otherwise.
- 16 CERTIFICATE**
- 16.1 The monthly Statement of Account and/or the Summary Statement of Commercial Card Account and / or any certificate of the Bank shall be conclusive evidence as to the amounts outstanding, due and payable by the CorporateMember and shall be binding on the CorporateMember for all purposes whatsoever including the purpose of legal proceedings.
- 17 PRESERVATION OF RIGHTS AND ENTITLEMENT**
- 17.1 Notwithstanding anything herein contained, the Bank's rights and entitlement hereunder shall continue to remain in full force and effect and shall survive any cancellation, suspension or revocation of the Card and/or the UOB Commercial Card facility.
- 18 VARIATION**
- 18.1 The UOB Commercial Card facility, the terms and conditions herein and such fees, charges and interests prescribed hereunder are subject to the guidelines issued from time to time by Bank Negara Malaysia or any other authority having jurisdiction over the Bank and the Bank may at its absolute discretion alter from time to time in any manner the Bank deems fit by giving the CardMember advance notice of 21 days of the same.

19 NOTICE

19.1 The CorporateMember shall inform the Bank in writing of any change of address. Any failure on the CorporateMember's part to notify any change of address resulting in the delay or return of any Monthly Statement, correspondence and notice shall not prejudice the Bank's rights or entitlement hereunder.

20 SEVERABILITY

20.1 The invalidity or unenforceability of any of the terms and conditions herein shall not substantially nullify the underlying intent herein and the invalid or unenforceable terms and conditions shall be severable and the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the other terms and conditions herein contained which shall remain in full force and effect.

21 PREVAILING AGREEMENT

21.1 In the event of any inconsistency between the terms and conditions herein and the terms and conditions in the Card Agreement, the terms and conditions herein shall prevail.

22 PRIVILEGES AND BENEFITS GENERALLY

22.1 The CardMember and the CorporateMember may at any time and from time to time be conferred such benefits, incentives, services and privileges under the Card subject to the terms and conditions hereunder.

22.2 Without prejudice to the aforesaid, the Bank reserves the right at its sole and absolute discretion at any time and without assigning any reason therefor or giving any notice thereto amend, modify, revise, restrict, increase, suspend, cancel or withdraw all/or any benefits, incentives, services and privileges conferred on the CardMember and the CorporateMember.

23 LEGAL ADVICE

23.1 The CorporateMember is advised to seek independent legal advice before accepting the UOB Commercial Card facility and execute any documents prepared by the Bank and/or its solicitors.

24 LAW

24.1 The terms and conditions herein shall be governed by and interpreted in accordance with the laws of Malaysia and upon acceptance of the terms herein, the CorporateMember is deemed to have irrevocably:

- 24.1.1 submitted to the non-exclusive jurisdiction of the courts in Malaysia;
- 24.1.2 waived any objection on the ground of venue or forums non conveniens or any similar grounds; and
- 24.1.3 consented to service of process by ordinary or registered post or in any other manner permitted by the relevant laws.

25 SERVICE OF LEGAL PROCESS

25.1 The service of any pleadings may be by way of ordinary or registered post to the registered address or such address last recorded with the Bank and such pleadings shall be deemed to have been duly served after expiration of 48 hours from the date it is posted or in any other manner permitted by the relevant laws.

26 SUCCESSORS BOUND

The terms and conditions hereunder shall be binding on the heirs, personal representatives and successors-in-title of the Bank and the CorporateMember respectively.

27 TERMINATION

27.1 The Commercial Card facility under the Terms and Conditions herein shall continue until:

- 27.1.1 either the Bank or the CorporateMember gives to the other one (1) month written notice to terminate the UOB Commercial Card facility or
- 27.1.2 it is determined in accordance with the terms hereof.

27.2 The Bank shall be at liberty to terminate the UOB Commercial Card facility immediately upon occurrence of any of the following events or at anytime thereafter:

1. if the CorporateMember passes a resolution to wind up or is wound up, dissolved, liquidated, or has a receiver, manager or similar officer appointed in respect of all or substantially all of its assets;
2. if there is any change, whether direct or indirect, in the ownership or control of the CorporateMember or there is adverse change in the CorporateMember's business financial condition, operation or performance which the Bank in its absolute discretion considers significantly or materially affects the CorporateMember's business or the ability of the CorporateMember to perform its obligations hereunder and / or any of the CorporateMember's agreement with the Bank;
3. if at any time the CorporateMember shall cease to carry on or suspends its business;
4. if the CorporateMember and / or the guarantors fail to observe or perform any of the terms and conditions stipulated herein or under any security documents or other documents;
5. if the CorporateMember shall fail to pay on the due date any money or discharge any obligation or liability payable by the CorporateMember to the Bank from time to time;

6. if any of the guarantors shall die or become insane;
 7. if any of the guarantors commit an act of bankruptcy or is unable to pay the Bank the CorporateMember's or their debts, or suspends the payment of the CorporateMember's or their debts, as the case may be, or enters into any composition or arrangement with or for the benefit of the CorporateMember's or their creditors, as the case may be;
 8. if by reason of any change in law, regulation or regulatory requirement or, in the interpretation or application thereof of any governmental or other authority charged with the administration thereof it shall become unlawful for the Bank to comply with its obligations herein;
 9. if any of the CorporateMember's accounts are closed or redesignated by the Bank for any reasons whatsoever;
 10. if the Bank decides in its sole and absolute discretion the continuation of the UOB Commercial Card facility would likely be detrimental to its own position or otherwise undesirable which opinion of the Bank shall be final and binding upon the CorporateMember.
- 27.3 Upon termination of the UOB Commercial Card facility, the Bank shall cease to be under any further obligation to the CorporateMember and all monies together with interest and fees thereon shall immediately become payable by the CorporateMember on demand (but without the legal obligation to do so) by the Bank, and the Bank shall forthwith be entitled to recover the same with interest thereon at the rate and in the manner specified herein without prior notice to or concurrence by the CorporateMember.

28 INDEMNITY FOR ISSUANCE AND USE OF CARD

In consideration of the CorporateMember's request from time to time and at any time hereafter to issue a Card to CardMember(s) nominated by the CorporateMember, the CorporateMember shall hold the Bank harmless and indemnify the Bank and at all times keep the Bank indemnified against any liability for charges incurred by the CardMember(s) under their respective Card, any loss, damage, costs and expenses (legal or otherwise including costs on solicitor and client basis) fees and charges, which the Bank may incur in enforcing or attempting to enforce payments under the this agreement and the UOB Credit Card Agreement or in the enforcement of the Bank's rights against the CorporateMember or the CardMember(s).

Company Chop/Stamp

Signed by Director
Name:

Signed by Directors
Name:

Signed by Director
Name:

Signed by Directors
Name:
