



MADE IN FAVOUR OF

**UNITED OVERSEAS BANK (MALAYSIA) BHD
(Company No.: 271809-K)
(Bank)**

BY

**THE CHARGOR NAMED HEREIN
(Chargor)**

MEMORANDUM OF LEGAL CHARGE OVER DEPOSITS

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MEMORANDUM OF LEGAL CHARGE OVER DEPOSITS

This Memorandum of Legal Charge Over Deposits (this “**Charge**”) is made on the day and year stated in Section 1 of the Schedule.

TO: **UNITED OVERSEAS BANK (MALAYSIA) BHD.**
(Company No.: 271809-K)

In consideration of You, United Overseas Bank (Malaysia) Bhd. (Company No.: 271809-K), with a place of business as stated in Section 2 of the Schedule, having made available, making available or continuing to make available the Facilities (as defined herein) to the party named and described in Section 3 of Schedule 1 (who is referred to in this Charge individually and collectively as “**Customer**”) and/or to Us (whether singly or jointly or jointly and severally with any other person) at Our request, in any manner and for as long as You may at Your sole discretion consider fit, We, the party as named and described in Section 4 of the Schedule, hereby agree with You as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Charge, unless the context otherwise requires and save as specifically defined in the Facility Agreement, words, expressions, and phrases used in the Facility Agreement shall be construed and shall have the same meanings when used herein.
- 1.2 In this Charge, unless there is something in the subject or context inconsistent with such construction or unless it is expressly provided otherwise:
 - 1.2.1 words referring to the singular number include the plural number and vice versa and all plural nouns shall include the singular and vice versa and in particular, “**We**”, “**Us**”, “**Our**”, “**Ours**” and cognate expressions of those words, wherever used, mean all of Us and any or each of Us and includes the singular number so that if this Charge is signed by only one person, “**We**”, “**Us**”, “**Our**” and “**Ours**” are to be read as “**I**”, “**me**”, “**my**” and “**mine**” respectively;
 - 1.2.2 words importing the masculine gender include feminine and neuter genders and vice versa;
 - 1.2.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
 - 1.2.4 the headings to the Clauses of this Charge are for ease of reference only and should not be taken into account when interpreting anything in this Charge;
 - 1.2.5 “**this Charge**” means this Memorandum of Legal Charge over Deposits;
 - 1.2.6 “**Deposits**” means the total of all moneys, in whatsoever currency, now or at any time after the execution of this Charge which are held in or earned on any of Our accounts whatsoever with you in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in Your name);
 - 1.2.7 “**Group**” means Your branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or

agents, whether situated in or out of Malaysia, and includes You;

- 1.2.8 **“Facilities”** means the Islamic financing facilities granted or made available by You to the Customer and/or Us and includes all other facilities or accommodation granted or made available or agreed to be granted or made available or to be continued to be made available by You to the Customer and/or Us now or hereafter in accordance with the Letter of Offer and/or the Facility Agreement and where relevant **“Facilities”** will include any part of such Islamic financing facilities and the outstanding balance from time to time and reference to **“Facility”** includes reference to any one of them;
- 1.2.9 **“Facility Agreement”** means the facility agreement entered into between the Customer and/or Us and You in relation to the Facilities or any additional or further facilities or any variation, restructuring, conversion, interchange or substitution of the Facilities and includes any amendments and supplements thereto;
- 1.2.10 **“Indebtedness”** means the aggregate of all monies (whether principal, profit, compensation (*Ta’widh*), commission, fees, costs or charges) outstanding or payable or agreed to be payable by the Customer and/or Us and/or any other Security Party to You from time to time in respect of the Facilities or any account and includes all liabilities and obligations incurred by the Customer and/or Us and/or any other Security Party to You whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety;
- 1.2.11 **“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 Companies Act 2016, the Insolvency Act 1967 and the National Land Code 1965;
- 1.2.12 **“Letter of Offer”** means the letter(s) of offer issued by You and accepted by the Customer and/or Us from time to time by which You agreed to grant and We and/or the Customer agreed to accept the Facilities, including any amendments, additions, supplements, or substitutions thereto;
- 1.2.13 **“Personal Data”** may include, but is not limited to, Our name, address, occupation, contact details, information captured on security systems (including a recording of Our image on Closed Circuit Television (CCTV)), the information contained in any of Our account(s) We may have with You either singly or jointly with any other person, the type of products and/or services that We have subscribed to with You and such other necessary data regarding Us and Our transaction(s) with You;
- 1.2.14 **“Security”** means the security or securities or guarantee, as more particularly described in the Letter of Offer; required to be created in your favour or given to You in consideration for You granting to the Customer and/or Us the Facilities;
- 1.2.15 **“Security Documents”** means any document relating to the Facilities and includes the Letter of Offer, the Facility Agreement, this Charge and any other agreement entered into between You and/or the Customer and/or the Security Party;
- 1.2.16 **“Security Interest”** means any mortgage, charge (whether fixed or floating), pledge, lien, assignment, hypothecation, right of set-off or security interest or other encumbrance whatsoever or other security arrangement or agreement or any right conferring a priority of payment howsoever created or arising;

- 1.2.17 “**Security Party**” means a party who now or hereafter has provided Security or given indemnity for the Facilities;
- 1.2.18 “**We / Our / Ours / Us**” means and refers to the person or persons signing this Charge; if this Charge is signed by more than one person, “**We / Our / Ours /Us**” refers to all those persons jointly and severally so that the obligations and liabilities of those persons are also joint and several;
- 1.2.19 “**You / Yours**” means and refers to United Overseas Bank (Malaysia) Bhd. (Company No. 271809 K) with a place of business as stated in Section 2 of the Schedule; and
- 1.2.20 references to the Deposits and Indebtedness include any part of them.

2 PAYMENT ON DEMAND

- 2.1 We will on demand pay to You the Indebtedness.

3 THE DEPOSITS FREE FROM CLAIMS AND ENCUMBRANCES

- 3.1 We warrant to You that We are the legal and beneficial owner of all of the Deposits and that all of the Deposits, including gift (*hibah*) and/or profit distributed or to be distributed on the Deposits, are and will be free from all claims and any Security Interest by any person or persons whomsoever (except by Yourselves).

4 CHARGE OF THE DEPOSITS

- 4.1 As a continuing security for the payment of the Indebtedness, We, as the legal and beneficial owner of all of the Deposits, hereby charge in Your favour by way of a first fixed charge the Deposits and all rights, interests, entitlements and benefits accruing to or arising in connection with the Deposits.

5 RIGHT OF SET-OFF

- 5.1 Over and above, and without in any way affecting, any prior or other right which You may have or are entitled to in law as financiers, You also have a continuing right at any time and from time to time at Your sole discretion and without any prior notice or demand to Us to set-off and transfer all or any of the Deposits and apply them towards the satisfaction of the Indebtedness.
- 5.2 You may exercise the right of set-off described above even if:
- 5.2.1 You have not resorted to any remedies against Us, the Customer or any other party;
- 5.2.2 all or any of the Deposits have not matured; and/or
- 5.2.3 all or any of the Indebtedness are in a currency which is different from the Deposits.
- 5.3 In exercising Your right of set-off, You are free to combine or consolidate any of Our accounts with You as you may think fit.

- 5.4 If all or any of the Indebtedness are in a currency which is different from the Deposits, You may use all or any of the Deposits to buy the currency of the Indebtedness at Your own rate of exchange then prevailing.

6 RESTRICTIONS ON DEPOSITS

- 6.1 Until all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Facilities are no longer available for Our or the Customer's use, We agree that We shall not be entitled to withdraw or use any of the Deposits and no part of the Deposits, including gift (*hibah*) and/or profit distributed or to be distributed on the Deposits, shall be payable to Us or withdrawn or used by Us in any manner except with Your prior written consent which You may withhold or grant conditionally or unconditionally at Your absolute discretion.

- 6.2 We will not:

6.2.1 assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or Our rights, title, benefit or interest in the Deposits; or

6.2.2 try to assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or Our rights, title, benefit or interest in the Deposits;

unless it is in Your favour and unless We have Your prior written consent which You may withhold or grant conditionally or unconditionally at Your absolute discretion. We agree that any assignment, transfer, encumbrance or other dealing in respect of the Deposits or Our rights, title, benefit or interest in the Deposits will be void and of no effect. We similarly agree that any attempt to assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or Our rights, title, benefit or interest in the Deposits will be void and of no effect.

- 6.3 Subject to the terms of any other agreement which We may have with You, We agree We may withdraw or deal with the Deposits only when all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Facilities are no longer available for Our or the Customer's use.

- 6.4 If you receive any notice of any subsequent charge, assignment, other disposal or Security Interest (except that which is in Your favour) affecting the Deposits or any interest in the Deposits, You may open a new account for the Customer or Us. If You do not open a new account, it will be deemed that you have in fact opened such new account at the time when You received such notice and, as from that time, all payments made by or on behalf of the Customer or Us to You will be credited or be treated as having been credited to the new account and will not operate to reduce the amount secured by this Charge at the time when You received the notice. All amounts credited or deemed to have been credited to the new account will be deemed charged in Your favour in addition to the Deposits as security for the Indebtedness.

7 PRINCIPAL DEBTOR

- 7.1 Although, as between Us and the Customer, We are sureties, that is, persons who have agreed to be responsible for the Indebtedness, We agree that, as between You and Us, whenever the Customer does not pay the Indebtedness, We shall immediately on demand pay that amount as if We are the principal debtors in respect of all the Indebtedness guaranteed by this Charge. We therefore also agree that Our liability under this Charge shall not be discharged or affected in any way whatsoever by anything whatsoever which would not discharge Our liability if We had in fact been the principal debtors.

8 NON-COMPETITION

8.1 We undertake with You, from the date of this Charge until the Indebtedness have fully been discharged and the Facilities are no longer available for Our or the Customer's use, that:

8.1.1 We shall not take or accept any Security Interest from the Customer or from any third party without first obtaining Your written consent;

8.1.2 We shall not, without first obtaining Your written consent:

(a) seek to recover, whether directly or by set-off, lien, counterclaim or in any other manner;

(b) accept any moneys or other property; or

(c) exercise any right;

in respect of any sum which may be or become due to Us for any reason whatsoever by the Customer or from any third party; neither shall We, without first obtaining Your written consent, claim, prove for or accept any payment in any composition by or any winding-up of the Customer or any third party; and

8.1.3 if We do hold or receive any such Security Interest, moneys or other property despite Clauses 8.1.1 and 8.1.2 above, We shall immediately pay or transfer the same to You.

9 PERFECTION OF THE SECURITY / PRESERVATION OF THE DEPOSITS

9.1 We will on demand, and at Our own cost and expense, execute any document and do any other act or thing which You may specify:

9.1.1 for perfecting any Security created or intended to be created by this Charge;

9.1.2 for preserving or protecting all or any of the Deposits; and

9.1.3 for Your realisation of or access to the Deposits.

10 DISCHARGE OF CHARGE

10.1 Our liabilities and obligations under this Charge shall only be discharged by the proper and valid payment of all the Indebtedness and, subject to Clause 10.2 below, by an absolute discharge or release of Us signed by You.

10.2 Any discharge or release referred to in Clause 10.1 above and any composition or arrangement which We may enter into with You shall be deemed to have been made subject to the condition that it will be void if any payment or security which You may previously have received or may after this Charge receive from any person in respect of the Indebtedness is set aside under any applicable law or is not valid for any reason whatsoever.

11 INDEMNITY

11.1 As a separate, additional and continuing obligation, We unconditionally and irrevocably undertake with You that, should the Indebtedness not be recoverable from Us or the Customer for any reason whatsoever, then, even if that reason may have been known to You, We will, as a sole, original and independent obligor and upon Your demand, fully indemnify You in respect of:-

11.1.1 the Indebtedness in the currency and in the manner agreed upon for the Facilities; and

11.1.2 all losses, costs, charges and expenses which you may suffer or incur in doing anything whatsoever under this Charge or in connection with the Facilities.

11.2 Our indemnity given to You in Clause 11.1 above shall be considered satisfied and discharged only when Our liabilities and obligations under this Charge have been discharged in accordance with Clause 10.1 above.

12 CHANGE IN CONSTITUTION OF THE CUSTOMER

12.1 The security created by this Charge will continue and will not be terminated or affected in any way by any change in the Customer or the person or persons signing this Charge, whether by reason of bankruptcy, death, insanity or other disability, incorporation, amalgamation, liquidation, reconstruction or anything whatsoever in name, style, constitution or composition, or by reason of retirement, expulsion, death or admission of any partner or partners; this Charge will continue to be of full force and effect as if the resulting firm, company or entity had been the one whose obligations were originally secured by this Charge.

13 CHANGE IN YOUR CONSTITUTION

13.1 This Charge will not be terminated or affected in any way by any amalgamation, merger, consolidation or anything else that You may undergo with any other company or companies, any reconstruction by You involving the formation of a new company, or any transfer of all or any of Your obligations and assets to a new company, or the sale or transfer of all or any of Your obligations and assets to another company, whether or not the company or companies with which You amalgamate or merge or the company to which You transfer all or any of Your obligations and assets (whether in connection with a reconstruction or sale or transfer as stated above) is completely different from You in terms of objects, character or constitution.

13.2 It is Our express intention that this Charge will remain valid and effective in all respects in favour of such company or companies so that all the rights which You have under this Charge may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Charge instead of or in addition to You.

14 RIGHTS CUMULATIVE

14.1 The rights, powers, privileges and remedies provided in this Charge are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

15 EXERCISE OF AUTHORITY

- 15.1 Nothing done or omitted by You in accordance with any authority, discretion or permission given to You in this Charge will reduce, affect or discharge Our liabilities under this Charge.

16 NOT TO AFFECT OTHER SECURITY

- 16.1 This Charge:-

16.1.1 is in addition to;

16.1.2 will not merge with; and/or

16.1.3 will not in any way affect;

any other right, remedy, guarantee, indemnity or any other form of Security whatsoever which You may hold or call upon now or at any time after the execution of this Charge in respect of the Indebtedness.

17 CERTIFICATE

- 17.1 Any certificate or statement issued by You showing the outstanding amount due and owing to You from Us or the Customer will be conclusive proof against Us as to the outstanding amount due and owing to You from Us or the Customer; this certificate or statement will be binding on Us for all purposes whatsoever including for the purposes of any legal proceedings.

18 MODIFICATION AND INDULGENCE

- 18.1 This Charge will not be affected in any way and We will not be released or excused from any of Our liabilities or obligations under this Charge by any of the following:

18.1.1 any termination of or increase or variation to any Facility to the Customer whether or not You have given Us any prior notice or obtained Our prior consent;

18.1.2 any Security whatsoever which You may now or at any time after the execution of this Charge hold in respect of Us or the Customer whether or not the Security is given by Us or by any other person for any moneys whatsoever and whether or not the moneys are secured by this Charge;

18.1.3 any variation, exchange, renewal, release or modification of any Security whatsoever which You may now or at any time after the execution of this Charge hold in respect of Us or the Customer;

18.1.4 any refusal or neglect by You to complete, enforce or assign any judgment or Security whatsoever whether or not any moneys due to You under the judgment or Security have been fully paid;

18.1.5 any extension of time, concession, waiver or other indulgence given to the Customer and/or to any other person, including Ourselves and any Security Party whether or not You have given notice to Us or obtained Our consent;

- 18.1.6 any failure by You to enforce any of Your rights, whether intentionally or unintentionally, against the Customer and/or any other person, including Ourselves and any Security Party whether or not You have given notice to Us or obtained Our consent;
- 18.1.7 any compromise, composition or arrangement which You may make with the Customer and/or any other person, including Ourselves and any Security Party whether or not You have given notice to Us or obtained Our consent;
- 18.1.8 the continuing and/or the opening and operation of any other account whatsoever with the Customer and/or with Us at any of Your offices or branches;
- 18.1.9 the granting of any other facility whatsoever to the Customer and/or to Us and/or the variation in any way of any Facility granted to the Customer and/or to Us including, but not limited to, any variation to the terms and conditions governing such Facility and the replacement, conversion, interchanging, reinstatement, adding to, increase or reduction of such Facility in any way whatsoever;
- 18.1.10 any release or discharge given to any one or more persons giving You any Security whatsoever, including Us if this Charge is signed by more than one person, whether or not You have given notice to Us or obtained Our consent;
- 18.1.11 the renewal of any bills/Islamic bills, notes/Islamic notes or other negotiable securities;
- 18.1.12 the acceptance of any early or part-payment towards settlement of the Indebtedness or payment of any moneys due or becoming due under this Charge by such increased or reduced instalments as may be agreed or as may be requested by Us, the Customer and/or any third party;
- 18.1.13 any agreement to suspend payments or reduce any sum owing; and
- 18.1.14 any recourse to any remedy or means for recovering the moneys secured by this Charge which may be available to You.

19 APPLICATION OF MONEYS

- 19.1 If any sum paid to or recovered by You in respect of the moneys and obligations owing by Us and/or the Customer is less than the amount then due, You may apply that sum to profit, fees, principal or any other amount due in such proportion and order and generally in such manner as You may in your sole discretion deem fit.

20 FUTURE LIABILITIES

- 20.1 This Charge shall be binding on Us as a continuing security and may not be terminated except in respect of future Indebtedness by Us jointly giving You at least ninety (90) days' prior written notice to terminate this security as to Indebtedness arising after the expiry of the notice.
- 20.2 From the issuance date of the notice until the expiry of the notice, You may give Us and/or the Customer any further accommodation as if You had not received the notice.
- 20.3 The notice shall not affect the security created by this Charge in respect of Indebtedness incurred or arising prior to the expiry of the notice even if the Indebtedness, as at the time of the expiry of the notice, are future, contingent or

conditional in nature or are in respect of any interest, commissions and/or other charges, costs, and expenses (including legal costs on a solicitor and client basis) relating to the Indebtedness, whenever arising.

21 SEVERABILITY

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

22 BINDING ON HEIRS

- 22.1 This Charge will be binding on Our respective heirs, personal and legal representatives and successors in title (as the case may be) and, if it is signed by more than one party, the liability of the parties signing this Charge and of their respective heirs, personal or legal representatives and successors in title (as the case may be) to You shall be joint and several and every agreement and undertaking contained in this Charge will be read and applied accordingly.

23 NOTICES

- 23.1 Any notice, demand, request or communication (other than Legal Process) that You send to Us may be:

- (a) delivered by hand to Our address as stated in this Charge or such other address last known to You;
- (b) sent by post (registered, AR registered, ordinary or otherwise) to Our address as stated in this Charge or such other address last known to You;
- (c) sent by facsimile transmission to the facsimile number last known to You;
- (d) sent by electronic mail to the electronic mail address last known to You;
- (e) sent by short message system ("SMS") to the mobile phone number last known to You;
- (f) by posting on Your website; or
- (g) by insertion in any statement of account which You send to Us.

- 23.2 The said notice, demand, request or communication will be deemed to have been received by Us:

- (a) at the time of delivery at Our address, if delivered by hand;
- (b) on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned;
- (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 SMS is completed;
- (f) at the time of posting on your website; or
- (g) at the time the statement of account is deemed to have been received by Us.

- 23.3 You will not be responsible for what may happen to notices or, communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

- 23.4 You also reserve the right to serve on Us any notice in connection with the Facilities or the security by advertisement in any one daily newspaper and such notice will be

deemed to have been served on Us on the day the advertisement appears in the newspaper regardless of whether We have actually seen the advertisement.

- 23.5 We must notify You in writing immediately on any change in Our address, facsimile number, electronic mail address or mobile phone number.
- 23.6 If We do not inform You of any change in Our address, facsimile number, electronic mail address or mobile phone number, We agree that You may at Your discretion rely on:
- (a) any address as stated in this Charge; or
 - (b) any address, facsimile number, electronic mail address or mobile phone number You obtain from any communication purportedly issued by Us to You or last known to You.
- 23.7 Your rights under this Charge and the Security Documents are not to be affected by any failure on Our part to notify You of any change in Our address, facsimile number, electronic mail address or mobile phone number.

24 DISCLOSURE OF INFORMATION

- 24.1 We agree that You (including Your officials, employees, agents or any other persons whom You grant access to Your records, correspondence or any material relating to Us and the Facilities) can disclose at any time at Your discretion without notifying Us, any information relating to Us, a Security Party, Our accounts with You, the Facilities, and this Charge to the following persons:

24.1.1 any members of the Group for any of the following purposes:

- (a) providing Us or the Customer with banking services;
- (b) reporting;
- (c) data matching;
- (d) improving and furthering the provision of other services by You;
- (e) fraud or crime prevention;
- (f) investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
- (g) debt collection;
- (h) outsourcing Your 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 Your performance or any member of the Group's functions;
- (k) compliance with the Group's policies, guidelines, directives or requirements;
- (l) corporate exercise;
- (m) any legal process initiated by or served on You;

- 24.1.2 any person, whether in Malaysia or elsewhere, who provides electronic or other services to You for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
- 24.1.3 any person, whether in Malaysia or elsewhere, engaged by You in connection with the performance of services or operational functions which have been out-sourced;
- 24.1.4 the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- 24.1.5 credit card companies and financial institutions in connection with credit card enquiries;
- 24.1.6 other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- 24.1.7 Your auditors, solicitors, and professional advisors;
- 24.1.8 Your stationery printers, vendors of the computer systems You use, and to such persons installing and maintaining them and other suppliers of goods or service providers You engage;
- 24.1.9 any receiver appointed by You or by any other party;
- 24.1.10 any credit bureau of which You are a member, and any other members and/or compliance committee of such credit bureau;
- 24.1.11 any rating agency, business alliance partner, takaful operator/insurance company or takaful/insurance broker or direct or indirect provider of credit protection;
- 24.1.12 any actual or potential participant or sub-participant in relation to any of Your obligations under any financing agreement between You and the Customer or Us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- 24.1.13 for transactions effected or processed with or without Our authority in or through the automated teller machines (“ATM”) of other banks or financial or non- financial institutions or terminals or other card operated machines or devices You approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
- 24.1.14 any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over You or any member of the Group;
- 24.1.15 the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over You;
- 24.1.16 any person to whom You, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- 24.1.17 any other person to whom such disclosure is considered by You to be in Your interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);

24.1.18 any person in connection with enforcing or protecting of any rights under this Guarantee or any Security Documents ;and

24.1.19 any person who has given You any security for the Facilities.

25 IRREVOCABLE RIGHT TO DEBIT ACCOUNT

25.1 We hereby agree that without prejudice to Your other rights and remedies You shall have the right (without being obliged to) at any time without prior notice to debit Our current account or other account or accounts with You with all amounts due and payable to You including but not limited to valuation fees, takaful contribution/insurance premium, fees, commissions, charges, cost and expenses and all other monies due on the Facilities PROVIDED THAT no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in Our current account or other account or accounts) or a waiver of any event of default under this Charge or any other agreement relating to the Facilities. If such debiting causes Our accounts to be overdrawn and We fail to regularize the accounts within the period as determined by You, such amount shall be payable to You upon demand.

26 REPRESENTATION AND WARRANTIES

26.1 We hereby represent and warrant to You that:

- (a) Our Constitution includes provisions which give power and authority for Us to own assets, carry on business and operations as they are now being conducted, and to execute and deliver, and to perform Our obligations under this Charge;
- (b) neither the execution and delivery of this Charge nor the performance of any of the transactions contemplated herein does or will contravene or constitute a default under, or cause to be exceeded any limitation on Us or the powers of Our directors imposed by or contained in, (i) any law by which We or any of Our subsidiaries or any of Our assets are bound or affected, (ii) Our constitution or (iii) any agreement to which We or any of Our subsidiaries are a party or by which any of Our assets are bound;
- (c) all consents, licences, approvals, authorisations, orders and exemptions of any ministry, agency, department or authority in Malaysia and elsewhere which are required or advisable to be obtained in connection with the execution, delivery and performance, legality and enforceability of this Charge have been obtained and are in full force and effect and that no further consent, licence, approval, authorisation, order or exemption is required;
- (d) other than those Security Interest created pursuant to the Security Documents, none of Our assets are affected by any Security Interest, and We are not party to, nor any of Our assets bound by, any order, agreement or instrument under which We are (or in certain events may be,) required to create, assume or permit to exist any Security Interests;
- (e) We are the beneficial owner and have title to all of Our assets;
- (f) this Charge is and will be legal, valid and binding and Our obligations are enforceable in accordance with the terms herein contained and will be Our direct, unconditional and general; and
- (g) We shall cover/insure all of Our assets and properties for a sum satisfactory to You against loss of damage by fire, lightning, tempest, flood, riot, civil,

commotion, malicious acts and strike and such other risks.

- 26.2 The representations and warranties as set out above shall survive the signing and delivery of this Charge and any utilisation of the Facilities and until the full and final settlement of the Indebtedness.
- 26.3 We warrant that each representation and warranty above is or shall be correct in all respects on each date on which a disbursement of the Facilities is requested or made as if repeated by reference to the then existing circumstance

27 COMPLIANCE WITH COURT ORDERS

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

28. LEGAL PROCESS

- 28.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on your behalf can be effected on You:
- (a) if We are individuals, by leaving a copy at the address as stated in this Charge or in any communication purportedly issued by You to Us or last known to Us or Your last known place of business or registered or principal office address and it shall be deemed to have been duly received by You on the day it was left at the address; or
 - (b) if We are sole-proprietorships, partnerships, companies, associations, clubs, societies or trusts, by leaving a copy at the address as stated in this Charge or in any communication purportedly issued by Us to You or last known to You or Our last known place of business or registered or principal office address and it shall be deemed to have been duly received by Us on the day it was left at the address; or
 - (c) by sending a copy via prepaid registered or ordinary post to the address as stated in this Charge or in any communication purportedly issued by You to Us or last known to Us or Your last known place of business or registered or principal office address and it shall be deemed to have been duly received by You on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

29. INDEMNITY

- 29.1 In addition and without prejudice to the powers, rights and remedies by these presents conferred, We shall indemnify You against any loss or expenses (including legal expenses on solicitor and client and full indemnity basis) which You may sustain or incur as a consequence of any default in Our payment of any sum due hereunder, including (but not limited to) any profit or fees paid or payable on account of or in respect of, any funds financed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits.

30. TAXES, DUTIES AND LEVIES

- 30.1 We are liable to pay for any taxes or levies which as at the date of the Letter of Offer or at any date subsequent to the date of the Letter of Offer, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to anybody or authority having jurisdiction over You, in respect of any moneys charged or incurred by You or services provided in connection with the Facilities during the continuation of the Facilities and/or for so long as the Facilities or any part of it remains outstanding and unpaid.
- 30.2 Any taxes or levies incurred by You in relation to the Facilities and any other goods or services provided under the Facilities shall be borne and charged to Us and in the event that You shall effect payment, We shall be liable to reimburse You for such amounts paid.

31. DATA PROTECTION

- 31.1 We hereby confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by You (which is available at Your branches as well as at Your website at www.uob.com.my) and the clauses in this Charge as may relate to the processing of Our Personal Data. For the avoidance of doubt, We agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Charge.

We agree and consent that You may transfer the Personal Data outside of Malaysia. All Personal Data held by You and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

- 31.2 In the event We provide Personal Data relating to third parties, including data relating to Our next-of-kin and dependents (where We are individuals) or data relating to Our directors, shareholders, officers, individual guarantors and security providers (where We are a corporation), for the purpose of the Facilities, We:
- (a) confirm that We have obtained their consent or are otherwise entitled to provide this data to You and for You to use it in accordance with this Charge and/or the Facilities;
 - (b) undertake that We have informed the said third parties to read the Privacy Notice at Your website www.uob.com.my;
 - (c) have informed the said third parties:-
 - (i) that You may collect or verify their personal and financial data with third party sources;
 - (ii) that You may disclose their personal data to classes of third parties described in Your Privacy Notice;
 - (d) agree to ensure that the personal and financial data of the said third parties is accurate;
 - (e) agree to update You in writing in the event of any material change to the said personal and financial data; and
 - (f) agree to Your right to terminate the Facilities should such consent be withdrawn by the said third parties.

- 31.3 Where We instruct You to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing You and/or Your agents to enter into any cross-border transaction on Our behalf, We agree to the above said disclosures on behalf of Us and others involved in the said cross-border transaction.
- 31.4 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to You or the Group (whether in or outside Malaysia), We agree that You and the Group, and Your merchants and strategic partners may contact Us about products, services and offers, which You believe may be of interest to Us or benefit Us financially. Notwithstanding the foregoing, You will only disclose Our Personal Data (excluding data relating to Our affairs or account) to Your merchants and strategic partners where Our express prior consent has been obtained.
- 31.5 We may choose not to receive any direct marketing materials from You or the Group by writing in to You at “Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur” (or such other address notified by You) with Our request and You will abide by Our latest written instructions to You.
- 31.6 We acknowledge that certain communications such as statements of account and Your websites contain standard information regarding Your other products and services that cannot be removed without affecting the delivery/provision of Your services and/or products, the operation of the Facilities and/or without imposing additional costs to Us.
- 31.7 We are entitled to request in writing:
- (a) for any information in relation to Our Personal Data that You hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by You to be updated, amended and/or corrected;
 - (c) for You to limit the processing of Our Personal Data held or stored by You; and
 - (d) to make an enquiry or complaint in respect of Your processing of Our Personal Data.

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

We may direct all Our requests to any of Your branches or “Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur”.

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

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

32. GOVERNING LAW

- 32.1 This Charge shall be governed by and construed in accordance with the laws of Malaysia and We hereby irrevocably agree to:
- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
 - (b) waive any objections on the suitability of venue, jurisdiction or any similar grounds;
 - (c) consent to the service of Legal Process in any manner permitted by this Guarantee and/or any applicable laws; and
 - (d) be bound by any decision or conclusion related to Shariah matters pronounced by Shariah Advisory Council of Bank Negara Malaysia or made by Your Shariah Committee in respect of the Facilities.

- End of Page -

SCHEDULE

(To be read and construed as an essential part of this Charge)

SECTION	ITEM	PARTICULARS
1	Date of this Charge	
2	Place of Business of the Bank	
3	Name and particulars of the Customer	
4.	Name and particulars of the Company/Individual(s)	

NOTICE TO THIRD PARTY CHARGOR(S)

1. By signing this document, you may be liable instead of or as well as the Customer for all moneys due and owing by the Customer to UNITED OVERSEAS BANK (MALAYSIA) BHD. from time to time.
2. You are advised to seek independent legal advice before signing this document.

EXECUTION BY INDIVIDUAL(S)

SIGNED BY:

WITNESSED BY:

.....
Signature
Name:
NRIC/Passport No:
Address:

.....
Signature
Name:
NRIC No:
Address:

.....
Signature
Name:
NRIC/Passport No:
Address:

.....
Signature
Name:
NRIC No:
Address: