



MADE IN FAVOUR OF

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

INDEMNITY BY PARTNERS

INDEMNITY BY PARTNERS

This **Letter of Indemnity** (hereinafter referred to as “this Indemnity”) 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 the Schedule (who is referred to in this Indemnity as “**the Customer**”) 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 Definition in the Facility Agreement

In this Indemnity, unless the context otherwise requires and save as specifically defined in the Facility Agreement and/or Letter of Offer, words, expressions, and phrases used in the Facility Agreement and/or Letter of Offer shall be construed and shall have the same meanings when used herein.

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

1.1.1 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 Indemnity is signed by only one person, “We”, “Us”, “Our” and “Ours” are to be read as “I”, “me”, “my” and “mine” respectively;

1.1.2 words importing the masculine gender include feminine and neuter genders and vice versa;

1.1.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership, corporate or unincorporated and vice versa;

1.1.4 the headings to the Clauses of this Indemnity are for ease of reference only and should not be taken into account when interpreting anything in this Indemnity;

;

1.1.5 “**Facilities**” means the Islamic financing facilities granted or made available by You to the Customer 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 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;

- 1.1.6 **“Facility Agreement”** means the facility agreement entered into between the Customer 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;
- 1.1.7 **“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;
- 1.1.8 **“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;
- 1.1.9 **“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 1965 and the Bankruptcy Act 1967 and the National Land Code 1965;
- 1.1.10 **“Letter of Offer”** means the letter(s) of offer issued by You and accepted by the Customer from time to time by which You agreed to grant and the Customer agreed to accept the Facilities, including any amendments, additions, supplements, or substitutions thereto;
- 1.1.11 **“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 the Facilities;
- 1.1.12 **“Security Documents”** means any document relating to the Facilities and includes the Letter of Offer, the Facility Agreement, this Indemnity and any other agreement entered into between You and the Customer and/or the Security Party.;
- 1.1.13 **“Security Party”** means a party who now or hereafter has provided Security or given indemnity for the Facilities;
- 1.1.14 **“Security Interest”** means any mortgage, charge (whether fixed or floating), pledge, debenture, caveat, right of set off, lien or other encumbrance or security interest whatsoever, howsoever created or arising securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect but does not include liens arising in the ordinary course of business by operation of law and not by way of contract;
- 1.1.15 **“We / Our / Ours /Us”** means and refers to the person or persons signing this Indemnity; if this Indemnity is signed by more than one person, **“We / Our / Ours /Us”** refers to all those persons who are liable under the terms of this Indemnity and in case of partnership (other than limited liability partnership) refers to all those persons jointly and severally so that the obligations and liabilities of those persons are also joint and several;

1.1.16 “**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

1.1.17 references to the Indebtedness include any part of them.

2. UNDERTAKING TO INDEMNIFY

2.1 We undertake to indemnify You and to keep You fully and completely indemnified at all times in respect of the Indebtedness.

3. PAYMENT ON DEMAND

3.1 We will, on demand by You, pay to You the Indebtedness and settle all liabilities owing to You by the Customer whether or not the moneys and the liabilities have actually become owing to You or have not yet become owing to You. Without limiting in any way the Indemnity We are giving to You now, the moneys and liabilities owing to You can be:-

3.1.1 in any currency;

3.1.2 in respect of any Shariah-compliant account the Customer has with You regardless whether the account is held alone by the Customer or with any other person;

3.1.3 owing in connection with:-

3.1.3.1 Shariah-compliant foreign exchange transactions;

3.1.3.2 accepting, endorsing or discounting of any Islamic notes or Islamic bills;
or

3.1.3.3 any sukuk, guarantee, indemnity, documentary or other credit, or any Shariah compliant instrument whatsoever which may be entered into by You for the Customer or at the request of the Customer;

3.1.4 profit due to You whether or not You have obtained judgment against Us and/or the Customer in a court of law and whether or not the Customer has ceased to be Your customer; and/or

3.1.5 commission, fees, charges, legal fees (including the legal fees and expenses of Your solicitors), compensation (*ta'widh*) and all other costs, charges and expenses which may be incurred by You:-

3.1.5.1 in relation to the Customer;

3.1.5.2 in enforcing or trying to enforce any Security which You may hold;
or

3.1.5.3 in getting or trying to get payment of all or any of the moneys and liabilities in respect of which We are now giving You this Indemnity;

so that You will not have incurred any moneys whatsoever of Your own.

4. PAYMENTS IN GROSS

4.1 All moneys received by You for the Customer's account, whether received:-

4.1.1 from the Customer or from any person;

4.1.2 from the realisation of any Security held by You; or

4.1.3 for the purpose of reducing the Indebtedness and liabilities owing to You;

may be treated by You as payments in gross, that is, You do not have to allocate any part of the moneys received by You towards the payment of any specific item of the moneys and liabilities owing to You even if that part of the moneys was meant for payment towards a specific item of such moneys and liabilities.

4.2 All securities held by You, whether at present or later, may be treated by You as security for the Indebtedness and liabilities whatsoever owing to You by the Customer. We will not make or try to make any claim whatsoever on those securities, any part of those securities, or any interest in the securities, unless and until We have paid to You all the moneys and settled with You all the liabilities in respect of which We are now giving You this Indemnity and unless and until You have been paid in full the Indebtedness and liabilities owing to You.

5. SUSPENSE ACCOUNT

5.1 You may, without being obliged to do so and whether or not the Customer has become bankrupt or insolvent, place any moneys received by You under this Indemnity in a non-income bearing suspense account for so long as You deem fit without having to apply those moneys or any part of them towards the payment the Indebtedness or liabilities owing to You by the Customer.

6. CONTINUING SECURITY

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

6.1.1 We or the Customer dies, becomes insane, bankrupt or insolvent, undergoes liquidation, or is incapacitated in any other way;

6.1.2 You, We and/or the Customer, change Your, Our and/or the Customer's respective names and/or constitution;

6.1.3 any partner ceases to be a partner of the Customer or if any new partner joins the Customer; or

6.1.4 there has been full settlement of any account of the Customer;

this Indemnity will continue until ninety (90) days after You have received from Us a written notice to terminate this Indemnity. The notice from Us will not in any way affect Our obligations and liability to You under this Indemnity in respect of the Indebtedness and the liabilities actually owing to You or not yet owing to You but which have been incurred before the end of the ninety (90) days. If this Indemnity is signed by more than one person, the notice must be signed by all of Us.

7. INDEMNITY NOT TO AFFECT OTHER SECURITY

7.1 This Indemnity:-

7.1.1 is in addition to;

7.1.2 will not merge with; and/or

7.1.3 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 Indemnity.

8. CONTINUATION OF ACCOUNT

8.1 Even if there is a notice of termination or even if this Indemnity is no longer continuing for any reason whatsoever, You may continue any account of the Customer or open one or more new accounts for the Customer and Our liability under this Indemnity will not in any way be reduced or affected by any receipts into or payments out of any such account.

9. CONCURRENT PROCEEDINGS

9.1 You are free to require Us to make payment to You of any moneys owing to You by the Customer without having taken any proceedings to enforce such payment by the Customer. You are also free, but have no obligation:-

9.1.1 to resort to any other means of payment for Your own benefit and in any order as You think fit without Our liability to You under this Indemnity being reduced in any way; and

9.1.2 to enforce this Indemnity against Us for the payment of whatever moneys are still owing to You by the Customer at any time whether or not You have resorted to other means of payment.

10. RIGHT OF SET-OFF

10.1 For as long as there are any moneys whatsoever still owing to You by the Customer:-

10.1.1 You have the right, if an event of default has occurred or if You are making a demand on Us for those moneys, to immediately combine or

merge Our liabilities to You under this Indemnity with all or any of the accounts We may have with You without giving Us any prior notice;

- 10.1.2 You may also, after giving Us seven (7) days' notice, set-off or transfer any moneys standing to the credit of all or any of the accounts We may have with You in or towards the satisfaction of any of Our liabilities to You under this Indemnity whether such liabilities are current, future, actual, contingent, primary, collateral, several or joint in nature; if any moneys standing to the credit of those accounts is not in the same currency as Our liabilities, You have the right at any time to convert those moneys to the currency of Our liabilities at Your spot rate of exchange, as at the time You exercise this right, which We will not challenge in any way.
- 10.1.3 any moneys standing to the credit of all or any of the accounts We may have with You will not be payable to Us without Your prior consent;
- 10.1.4 You will have a lien, that is, a prior right, on all Our properties, assets, stocks, shares or securities ("Assets") which may be in Your possession or which may be held by You for safe custody or any other reason from time to time;
- 10.1.5 if We do not fully settle Our liabilities to You under this Indemnity after You have made demand on Us, You will have the right, without Our consent and without having to give Us any notice, to dispose of Our Assets in any way, at any time, in any manner, upon any terms and conditions, and for any price as You may in Your sole discretion think fit without having to be responsible to Us for that price; if You do dispose of Our Assets, You will have the right to apply the proceeds of the disposal towards the settlement of the costs incurred in the disposal and the settlement of Our liabilities under this Indemnity; if such proceeds are not enough to fully settle Our liabilities under this Indemnity, We agree to immediately make good the difference; and
- 10.1.6 if You require Us to do so, We agree to execute and sign all transfers and other documents and to do all other things which may be necessary:-
 - 10.1.6.1 for registering or vesting Our Assets in Your name or the name of Your nominee; and/or
 - 10.1.6.2 for the disposal of Our Assets if You exercise Your right to dispose of Our Assets.

11 CERTIFICATE

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

12 NOTICES

- 12.1 Any notice, demand, request or communication (other than Legal Process) that You send to Us may be:
- 12.1.1 delivered by hand to Our address as stated in this Indemnity or such other address last known to You;
 - 12.1.2 sent by post (registered, AR registered, ordinary or otherwise) to Our address as stated in this Indemnity or such other address last known to You;
 - 12.1.3 sent by facsimile transmission to the facsimile number last known to You;
 - 12.1.4 sent by electronic mail to the electronic mail address last known to You;
 - 12.1.5 sent by short message system (“SMS”) to the mobile phone number last known to You;
 - 12.1.6 by posting on Your website; or
 - 12.1.7 by insertion in any statement of account which You send to Us.
- 12.2 The said notice, demand, request or communication will be deemed to have been received by Us:
- 12.2.1 at the time of delivery at Our address, if delivered by hand;
 - 12.2.2 on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned;
 - 12.2.3 at the time the facsimile transmission is completed;
 - 12.2.4 at the time the electronic mailing is completed;
 - 12.2.5 at the time the sending by SMS is completed;
 - 12.2.6 at the time of posting on Your website; or
 - 12.2.7 at the time the statement of account is deemed to have been received by Us.
- 12.3 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.
- 12.4 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.
- 12.5 We must notify You in writing immediately on any change in Our address, facsimile number, electronic mail address or mobile phone number.
- 12.6 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:

12.6.1 any address as stated in this Indemnity; or

12.6.2 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.

12.7 Your rights under this Indemnity 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.

13 CHANGE IN OUR CONSTITUTION / CONSTITUTION OF THE CUSTOMER

13.1 This Indemnity will not be terminated or affected in any way by any change in the Customer or the person or persons signing this Indemnity, whether by reason of bankruptcy, death, incorporation, amalgamation, liquidation, reconstruction or anything whatsoever in name, style, constitution or composition, or by reason of retirement, expulsion, death or admission of any partner or partners; this Indemnity 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 indemnified by Us under this Indemnity.

14 CHANGE IN YOUR CONSTITUTION

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

14.2 It is Our express intention that this Indemnity 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 Indemnity may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Indemnity instead of or in addition to You.

15 MODIFICATION AND INDULGENCE

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

15.1.1 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;

- 15.1.2 any Security whatsoever which You may now or at any time after the execution of this Indemnity hold in respect of 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 Indemnity;
- 15.1.3 any variation, exchange, renewal, release or modification of any Security whatsoever which You may now or at any time after the execution of this Indemnity hold in respect of the Customer;
- 15.1.4 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;
- 15.1.5 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;
- 15.1.6 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;
- 15.1.7 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;
- 15.1.8 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;
- 15.1.9 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;
- 15.1.10 any release or discharge given to any one or more persons giving You any Security whatsoever, including one of Us if this Indemnity is signed by more than one person, whether or not You have given notice to Us or obtained Our consent;
- 15.1.11 the renewal of any bills/Islamic bills, notes/Islamic notes or other negotiable securities;
- 15.1.12 the acceptance of any early or part-payment towards settlement of the Indebtedness or payment of any moneys due or becoming due under this Indemnity by such increased or reduced instalments as may be agreed or as may be requested by Us, the Customer and/or any third party;
- 15.1.13 any agreement to suspend payments to reduce any principal sum owing; and
- 15.1.14 any recourse to any remedy or means for recovering the moneys secured by this Indemnity which may be available to You.

16 PAYMENTS TO BE FREE FROM TAXES

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

17 CURRENCY INDEMNITY

- 17.1 If for any reason whatsoever any moneys or liabilities due or owing by the Customer to You are denominated in a currency other than Ringgit Malaysia, You may at any time and from time to time, for the purpose of denominating Our liabilities under this Indemnity in Ringgit Malaysia, convert such moneys or liabilities of the Customer into Ringgit Malaysia at Your spot rate of exchange, as at the date of actual payment by Us, which We will not challenge in any way, and We agree to indemnify You in respect of the full Ringgit Malaysia sum, including all costs, charges and expenses.
- 17.2 No payment to You, whether paid under any judgment, court order or any other circumstance, shall discharge Our liabilities to You under this Indemnity unless and until You have received payment in full in the currency in which the moneys or liabilities owing by the Customer to You are denominated; if the amount of such payment, upon being converted into such currency, should fall short of such moneys or liabilities expressed in that currency, You will have a separate cause of action against Us and will be entitled to enforce this Indemnity to recover the amount of the shortfall.

18 REPRESENTATIONS AND WARRANTIES

- 18.1 To induce or to persuade You to accept this Indemnity from Us, We now give You the following representations, warranties and undertakings which are to continue for as long as this Indemnity is not terminated or satisfied in full:-
- 18.1.1 We have all the necessary power and capacity to enter into and perform and will perform Our obligations under this Indemnity; all necessary actions to enable Us to execute, deliver and perform Our obligations under this Indemnity have been taken and We have obtained and will maintain in full force and effect all necessary consents, licences and authorities; no limitation on Our power to give indemnities will be exceeded as a result of this Indemnity;
- 18.1.2 this Indemnity has been validly created and constitutes a valid and legally binding obligation on Us and is enforceable in accordance with its terms;
- 18.1.3 the creation of this Indemnity and the performance and observance of the obligations under this Indemnity do not and will not:-

- 18.1.3.1 contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which We are subject;
 - 18.1.3.2 conflict with or result in any breach of any of the terms of or constitute a default under any agreement or other instrument to which We are a party or are subject or by which We or any of Our properties are bound; and
 - 18.1.3.3 result in the creation or imposition of or oblige Us to create any charge or other encumbrance on any of Our assets, rights or revenues;
- 18.1.4 We are not in default in respect of any material financial commitment or obligation including, but not limited to, any guarantee, indemnity, bond or other similar obligation; neither are We in breach of any agreement, arrangement or statutory or other legal requirement to an extent or in a manner which might have a material adverse effect on Our financial condition taken as a whole;
- 18.1.5 We are not involved in any action, suit, arbitration or proceeding; nor to Our knowledge is any such action, suit, arbitration or proceeding pending or threatened which has or could have a material adverse effect on Our financial condition taken as a whole; and
- 18.1.6 all information furnished to You in connection with the Customer's application for the Facilities with You do not contain any untrue statement or omit any fact the omission of which makes any statement made in the application, in the light of the circumstances under which they were made, misleading; We are not aware of any material facts or circumstances that have not been disclosed to You which might, if disclosed, adversely affect Your decision to grant the Facilities to the Customer or to take this Indemnity from Us as security.

19 **JOINT AND SEVERAL LIABILITY**

- 19.1 For partnership (save and except for limited liability partnership), if this Indemnity is signed by more than one partners, any liability arising under this Indemnity shall be deemed to be the joint and several liabilities of such partners. For limited liability partnership, any liability under this Indemnity shall be deemed to be the liabilities of such limited liability partnership.
- 19.2 In case of partnership other than limited liability partnership, You are free to release or discharge any one or more of such partners from liability under this Indemnity or to compound with, accept compositions from or make any other arrangements with any such partners without releasing or discharging any other party to this Indemnity or otherwise prejudicing or affecting Your rights and remedies against any such other party. This Indemnity will not be terminated or affected in any way by the death of any one or more of such partners (which includes partners of the limited liability partnership) but in the event of death of any one of such partners under the partnership (other than the limited liability partnership), the notice of termination referred to in Clause 6.1 of this Indemnity is to be given jointly by the survivor or survivors of such partners and the personal representatives of any partner who has died.

20 COUNTERPARTS

- 20.1 This Indemnity may be executed by Us in any number of counterparts or copies, all of which taken together and when delivered to You shall constitute one and the same instrument.

21 WAIVER

- 21.1 No delay or omission on Your part in exercising any right, power, privilege or remedy in respect of this Indemnity will in any way weaken or damage such right, power, privilege or remedy or be construed as a waiver of it; neither will any single or partial exercise of any such right, power, privilege or remedy stop You from any further exercise of it or the exercise of any other right, power, privilege or remedy.

22 RIGHTS CUMULATIVE

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

23 EXERCISE OF AUTHORITY

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

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 Indemnity to the following persons:

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

- 24.1.1.1 providing Us or the Customer with banking services.
- 24.1.1.2 reporting.
- 24.1.1.3 data matching.
- 24.1.1.4 improving and furthering the provision of other services by You;
- 24.1.1.5 fraud or crime prevention.
- 24.1.1.6 investigating, preventing or otherwise in relation to money laundering or any other criminal activities.
- 24.1.1.7 debt collection.
- 24.1.1.8 outsourcing Your operations.
- 24.1.1.9 performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management.
- 24.1.1.10 facilitating of Your performance or any member of the Group's

- functions.
- 24.1.1.11 compliance with the Group's policies, guidelines, directives or requirements.
 - 24.1.1.12 corporate exercise.
 - 24.1.1.13 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 said 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, insurer/ takaful company or insurance /takaful 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 automated teller machine 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 any rights under this Indemnity or Security Documents.

24.1.19 any person intending to settle any moneys outstanding under the Facilities.

25 **COMPLIANCE WITH COURT ORDERS**

25.1 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.

26 **GOVERNING LAW**

26.1 This Indemnity shall be governed by and construed in accordance with the laws of Malaysia and We hereby irrevocably agree to:

26.1.2 submit to the non-exclusive jurisdiction of the courts in Malaysia;

26.1.3 waive any objections on the suitability of venue, jurisdiction or any similar grounds;

26.1.4 consent to the service of Legal Process in any manner permitted by this Indemnity and/or any applicable laws; and

26.1.5 be bound by any decision or conclusion related to *Shariah* matters pronounced or made by Your Shariah Committee in respect of the Facilities

27. **DATA PROTECTION**

27.1 We hereby confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by You (which is available at Your branches as well as at Your website at www.uob.com.my and the clauses in this Indemnity 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 Indemnity.

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

27.3 In the event We provide Personal Data relating to third parties, including data relating to Our next-of-kin and dependents (where We are individuals) or data

relating to Our directors, shareholders, officers, individual guarantors and security providers (where We are a corporation), for the purpose of the Facilities, We:

- 27.3.1 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 Indemnity and/or the Facilities;
 - 27.3.2 undertake that We have informed the said third parties to read the Privacy Notice at Your website www.uob.com.my;
 - 27.3.3 have informed the said third parties:-
 - 27.3.3.1 that You may collect or verify their personal and financial data with third party sources;
 - 27.3.3.2 that You may disclose their personal data to classes of third parties described in Your Privacy Notice;
 - 27.3.4 agree to ensure that the personal and financial data of the said third parties is accurate;
 - 27.3.5 agree to update You in writing in the event of any material change to the said personal and financial data; and
 - 27.3.6 agree to Your right to terminate the Facilities should such consent be withdrawn by the said third parties.
- 27.4 Where We instruct You to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing You and/or Your agents to enter into any cross-border transaction on Our behalf, We agree to the above said disclosures on behalf of Us and others involved in the said cross-border transaction.
- 27.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to You or the Group (whether in or outside Malaysia), We agree that You and the Group, and Your merchants and strategic partners may contact Us about products, services and offers, which You believe may be of interest to Us or benefit Us financially. Notwithstanding the foregoing, You will only disclose Our Personal Data (excluding data relating to Our affairs or account) to Your merchants and strategic partners where Our express prior consent has been obtained.
- 27.6 We may choose not to receive any direct marketing materials from You or the Group by 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.
- 27.7 We acknowledge that certain communications such as statements of account and Your websites contain standard information regarding Your other products and services that cannot be removed without affecting the delivery/provision of Your services and/or products, the operation of the Facilities and/or without imposing

additional costs to Us.

27.8 We are entitled to request in writing:

27.8.1 for any information in relation to Our Personal Data that You hold or store, upon payment of a prescribed fee;

27.8.2 for any information held or stored by You to be updated, amended and/or corrected;

27.8.3 for You to limit the processing of Our Personal Data held or stored by You; and

27.8.4 to make an enquiry or complaint in respect of Your processing of Our Personal Data.

For requests under Clause 27.8.1 or Clause 27.8.2, We may make a request to You via Your Data Access Request Form or Data Correction Request Form respectively.

These forms are available at Your branches as well as at Your website at www.uob.com.my.

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 Clause 31.8.1 or Clause 31.8.2 above if the information supplied by Us is insufficient (as determined by You) or where such request may breach or violate any law or regulation or any other reason which You deem not to be in Your interest to do so. If You refuse to comply with such request, You will inform Us of Your refusal and reason for Your refusal.

27.9 We are responsible for ensuring that the information We provide You is accurate, complete and not misleading and that such information is kept up to date.

27.10 We acknowledge that if We subsequently withdraw Our consent to process 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.

27.11 You reserve the right to amend this clause from time to time at Your sole discretion and shall provide prior notification to Us in writing and place any such amendments on Your websites or by placing notices at the banking halls or at prominent locations within Your branches or by such other means of communication deemed suitable by You.

27.12 This clause shall be without prejudice to any other clause in this Indemnity which provides for the disclosure of data.

28. NON-SIGNING OF INDEMNITY

- 28.1 This Indemnity is to be signed by all the persons who are the present partners of the Customer. If any one or more of those persons does not sign or, having signed, is not bound by this Indemnity for any reason whatsoever, the remaining person or persons who have signed will continue to be bound by this Indemnity as if the person or persons who did not sign or are not bound by this Indemnity had never been a party to this Indemnity or had not been required to sign this Indemnity at all.

29. AVOIDANCE OF SECURITY

- 29.1 No assurance, security or payment which may be avoided by any provisions of the Bankruptcy Act 1967 (as may be revised or amended by any statutory modifications) and no release, settlement or discharge which may have been given on the faith of any such assurance, security or payment will prejudice or affect Your right to recover from Us to the full extent of this Indemnity as if such assurance, security, payment, release, settlement or discharge (as the case may be) had never been guaranteed, given or made.

30. LEGAL PROCESS

- 30.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on your behalf can be effected on Us:

30.1.1 if We are individuals, by leaving a copy at the address as stated in this Indemnity 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

30.1.2 if We are sole-proprietorships, partnerships, companies, associations, clubs, societies or trusts, by leaving a copy at the address as stated in this Indemnity 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

30.1.3 by sending a copy via prepaid registered or ordinary post to the address as stated in this Indemnity or in any communication purportedly issued by Us to You or last known to You or Our last known place of business or registered or principal office address and it shall be deemed to have been duly received by Us on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

31. SEVERABILITY

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

32. TAXES, DUTIES AND LEVIES

32.1 We and/or the Customer is liable to pay for any goods and services tax or other 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 (including the Goods and Services Tax Act 2014) or 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 during the continuation of the Facilities and/or for so long as the Facilities or any part of it remains outstanding and unpaid. Unless otherwise stated by You at any time, any fees and charges notified to Us and/or the Customer are inclusive of any applicable goods and services tax at the prevailing rate. Where You have stated otherwise, We and/or the Customer shall be liable to pay the applicable goods and services tax in addition to Your fees and charges.

32.2 Any goods and services tax or other taxes or levies incurred by You in relation to the Facilities and any other goods or services provided under the Facilities shall be borne by and charged to Us and/or the Customer and in the event that You shall effect payment We and/or the Customer shall be liable to reimburse You for such amounts paid.

33. BINDING ON HEIRS

33.1 This Indemnity will be binding on Our respective heirs, personal representatives and successors in title (as the case may be).

34. OWNERSHIP OF THIS INDEMNITY

34.1 This Indemnity is to remain Your property at all times.

- End of Page -

SCHEDULE

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

SECTION	ITEM	PARTICULARS
1	Date of this Indemnity	
2	Place of Business of the Bank	
3	Name and particulars of the Customer	
4	Name and particulars of the Party	

SIGNED BY:-

WITNESSED BY:-

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

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

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

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

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

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

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

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

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

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

SIGNED BY:-

WITNESSED BY:-

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

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

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

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

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

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

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

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

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

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