



TERMS AND CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOXES

1. In these Terms and Conditions, the term :

"Bank" means and refers to United Overseas Bank (Malaysia) Bhd (Company No. 199301017069 (271809-K)) and its branches where the services for hiring of the Box are available.

"Box" means and refers to the Safe Deposit Box let by the Bank to the Hirer.

"Hirer" means and refers to any person or persons (corporate or unincorporated) hiring the Box, and includes any person(s) authorised by the Hirer to operate and access the Box

2. The Bank hereby agree to let and the Hirer hereby agree to hire the Box at such rental per annum to be determined by the Bank from time to time (hereinafter referred to as "the Rent") and upon the terms and conditions contained herein ("Services"). The current rates on fees and charges are made available to you at our branches, official website at www.uob.com.my or upon your request.
3. The Hirer shall pay the Rent in advance on a yearly basis. For this purpose, the first of such Rent is to be paid by the Hirer to the Bank for the period from the date of the opening of the account for the hiring of the Box until end of year of opening of the aforesaid account and thereafter on the 1 January of each year.
4. In the event any Rent is overdue, the Bank may:-
- (i) refuse the Hirer access to the Box at any time until settlement by the Hirer of the overdue Rent and administrative charges;
 - (ii) impose a fee and administrative charges for each reminder issued to the Hirer for payment of Rent in arrears and allow subsequent access to the Box;

Subject Always that nothing contained in this Terms and Conditions shall render it obligatory on the Bank's part to issue any reminder to the Hirer for settlement of overdue Rent.

5. The maximum insurance coverage provided by the Bank is RM10,000.00 for all losses and/or damage to the items in the Box. The Hirer understand that there is no insurance coverage provided by the Bank for any loss or damage as a result of fire, water or any other cause whatsoever. The Bank shall not be liable for any losses and damages arising from the same. The Hirer also agree that the Hirer shall arrange for the Hirer's own additional insurance coverage to protect the Hirer's interests if the coverage provided by the Bank is deemed to be insufficient to protect the Hirer's interest.





6. The Hirer hereby acknowledge that the Rent payable to the Bank is nominal and is not commensurate with the value of the items that the Hirer may place in the Box. In view of this, the Hirer hereby expressly agree that the Bank's liability (if any) whether under the express or implied terms of this Terms and Conditions or at Common Law, or in any other way (including due to the Bank's negligence and/or the negligence of the Bank's employees, servants or agents), arising from and in connection to the letting of the Box shall not at any time exceed ten (10) times the prevailing Rent or Ringgit Ten Thousand (RM10,000-00) whichever shall be the lesser ("Maximum Liability") and no payment shall be made by the Bank hereunder unless the Hirer submit a written claim to the Bank and comply with such other requirements as The Bank may impose from time to time, including but not limited to providing such supporting documentation as the Bank may deem necessary. The Hirer further agree that this clause shall apply whether or not you institute legal action or make a claim against the Bank for the said loss pursuant to this Terms and Conditions.

The Hirer is strongly advised to arrange for the Hirer's own additional insurance coverage to protect the Hirer's interests if the value of the items that the Hirer places in the Box exceeds the Maximum Liability.

7. The Bank shall not be affected by any notice of any trust or equity attaching to the contents of the Box or any part thereof.

This Terms and Conditions shall not confer on the Hirer any greater or other interest than a licence to use the Box during the term of the Services for the deposit of articles of a suitable nature in accordance with the terms and conditions stated herein.

The Bank shall not be deemed to become the bailee of the contents of the Box or any part thereof. Subject to Clause 8 of this Terms and Conditions, the nature and value of the contents shall not be the Bank's concern.

8. The Hirer shall be entitled to deposit any items in the Box save in respect of the following:-

- (i) any liquid or perishable substance; or
- (ii) anything of an explosive, dangerous, or offensive nature; or
- (iii) anything the possession of which is prohibited by law or illegal in nature; or
- (iv) anything which may become a nuisance to the Bank or the Bank's customers.

AND the Hirer shall permit the Bank to inspect the contents of the Box on demand for purposes of ensuring that this condition is being complied with at all times.





9. The Bank shall not be responsible to the Hirer nor be liable in any way for any loss or damage to the contents of the Box arising directly or indirectly from:-
- (i) the Hirer loss of the Keys; or
 - (ii) any acts of persons impersonating the Hirer or the Hirer's authorised persons; or
 - (iii) negligence of the Bank's employees, servants or agents; or
 - (iv) the exercise by the Bank of any of its rights, powers or remedies under any provision of this Terms and Conditions; or
 - (v) any acts of any of the Bank's customers or any other persons whilst at the Bank's premises; or
 - (vi) any natural calamity, acts of God, flood or lightning; or
 - (vii) any fire or explosion; or
 - (viii) any burglary, robbery with or without violence, armed or otherwise; or
 - (ix) war, riot, sabotage, civil commotions or confiscation or nationalisation or requisition or destruction of, or damage to property by or under the order of any government or public authority; or
 - (x) any cause beyond the Bank's control or the control of the Bank's employees, servants or agents.

To the fullest extent as may be permitted by law, the Bank shall not be responsible to the Hirer nor be liable for any loss or damage to the contents of the Box howsoever caused.

10. The Bank shall upon the execution of the Hire of Safe Deposit Box Application Form by the Hirer, deliver to the Hirer a sealed envelope containing two (2) keys to the Box (which, together with any replacements thereof, are hereinafter collectively referred to as "the Keys"). The Hirer hereby acknowledge receipt of the sealed envelope and the contents of the sealed envelope.
11. The Hirer shall notify the Bank immediately if one or both of the Keys are lost or misplaced in which event the Bank may at the request and expense of the Hirer obtain a new set of lock and keys as replacement Provided That the replacement of the lock shall be effected by workmen contracted by the Bank in presence of the Hirer.





12. The Hirer shall upon the execution of the Hire Of Safe Deposit Box Application Form pay to the Bank such sum to be determined by the Bank as security for the return of the Keys and the Box by the Hirer to the Bank upon the termination of the Services (hereinafter referred to as "the Security Deposit"). Subject To the Bank's right to apply the Security Deposit towards payment of any sum(s) due and owing by the Hirer to the Bank whether pursuant to this Terms and Conditions or otherwise, the Security Deposit shall be returned to the Hirer free of interest Provided Always that the Hirer has complied with the Hirer's obligations set out in Clause 17(ii) of this Terms and Conditions.
13. Where the Hirer is a corporation, the Hirer shall upon the execution of the Hire of Safe Deposit Box Application Form provides all documents and resolutions as may be required by the Bank.
14. All acts carried out by the Hirer under this Terms and Conditions and all access to the Box (including the deposit and removal of the contents or any part thereof from the Box) shall be effected by the following persons:-
 - (i) in the case where the Hirer is an individual person, the Hirer itself, subject always that where the Box is hired in the joint names of two or more persons, by each of the Hirer individually or jointly;
 - (ii) in the case where the Hirer is a corporation, persons authorised by the Hirer pursuant to the board of directors' resolution of the Hirer's company or duly executed power of attorney (certified true copies of which are to be deposited with the Bank together with specimen signatures of such authorised persons);
 - (iii) in the case where the Hirer is a partnership, persons authorised by the partners pursuant to a partnership certificate (a certified true copy of which is to be deposited with the Bank together with specimen signatures of such authorised persons);

Provided That, in each case, the aforesaid persons must complete and execute a requisition form in the form and substance prescribed by the Bank for purposes of accessing the Box on each occasion and the Bank is not obliged to grant any persons access to the Box if -

- (a) such persons are unable to provide the Bank with such means of identification as the Bank may require; or
- (b) the Bank is unable to verify the signature of such persons appearing on the said application form; or
- (c) the Hirer has failed to perform any of its obligations to the Bank whether pursuant to this Terms and Conditions or otherwise; or



(d) the Bank deems it fit that there are any other reason not to allow the Hirer access.

15. The Hirer shall be permitted to access the Box only during the Bank's normal banking hours or at such time as the Bank may determine from time to time.

16. (i) The Services shall be terminated upon the occurrence of any of the following events:-

(a) either party hereto commits any breach (other than a material breach) of any of the terms of this Terms and Conditions and has failed to make good any such breach within fourteen (14) days of being required to do so by the non-defaulting party by way of a written notice identifying the breach and the steps which must be taken to remedy it; or

(b) either party hereto enters into or proposes a voluntary arrangement or composition with its creditors or a receiving order is made against it or if notice is given of a creditors' meeting in connection with a creditors' winding up or if a special resolution is passed that it be wound up by the court (as the case may be) or an attachment be levied on its property or an execution is levied on its premises;

in consequence of which the non-defaulting party shall be entitled to immediately terminate the Services.

17. (i) Notwithstanding any provision to the contrary contained in this Terms and Conditions:-

(a) the Bank may at any time terminate the Services by giving to the Hirer a thirty (30) days' notice in writing stating the Bank's intention to terminate the Services in which event the Bank shall refund to the Hirer such portion of the Rent already paid by the Hirer to the Bank on a pro-rata basis;

(b) the Hirer may terminate the Services at any time by giving to the Bank a thirty (30) days' notice in writing stating the Hirer's intention to terminate the Services and for this purpose termination by any one of the Hirer in the case of joint hirers shall be deemed as termination made by all of the Hirer of the Box;

in which case, the Services shall terminate and cease to have effect upon the other parties' receipt of such notice and neither party hereto shall have any claim against the other save and except for any antecedent breach of this Terms and Conditions.





- (ii) Upon termination of the Services, the Hirer shall effect the following within seven (7) days from the date of such termination or such extended time as shall be granted by the Bank :-
 - (a) execute a discharge form in the form and substance prescribed by the Bank and such other documents as may be required by the Bank;
 - (b) settle all Rent outstanding and any other sum due and owing to the Bank (if any); and
 - (c) return the Keys and the Box emptied of its contents to the Bank;

Provided that if the Hirer fails to perform the Hirer's obligations within the time period stipulated under this Terms and Conditions, the Bank shall be entitled to:-

- (aa) break open the Box at the Hirer's cost and expense and transfer the contents in the Box to such other place or premises as the Bank may deem fit, without the Bank being responsible for any loss or damage resulting therefrom and subject to such charges as may be imposed by the Bank for the safekeeping of such contents; and/or
- (bb) sell part or all of the contents of the Box by public auction, private treaty or otherwise, and to apply the proceeds from such sale to settle the cost and expenses incurred in connection with the sale, the arrears of Rent and any sum then due from the Hirer to the Bank. For this purpose the Bank shall have a lien or charge on the contents of the Box for all outstanding Rents and sums due and owing by the Hirer to the Bank under this Terms and Conditions ;

Provided further that the Bank shall not be liable for any loss occasioned by such sale of part or all of the contents of the Box. The Bank shall retain the surplus proceeds of sale, if any, to the Hirer's order without any liability for interest. The Bank shall further be at liberty to forward the remaining contents of the Box and any surplus proceeds by post or any other means at the Hirer's cost and risk to the Hirer at the Hirer's last known address in the Bank's records.

- (iii) In the event of termination of the Services by the Bank not due to the Hirer's default, the Bank shall refund to the Hirer the portion of the Rent for the period of which the Hirer did not have use of the Box. For the avoidance of doubt, there will be no refund of the Rent in any other cases of termination.
18. In the event of the death, bankruptcy, winding up or legal incapacity of the Hirer or any one of the Hirer (in the case of joint hirers), the Bank may hand the contents of the Box (hereinafter referred to as "the Contents") to the Hirer's legal personal representatives, curator, legal guardian, trustee in bankruptcy, receiver and manager





or liquidator upon production of the necessary legal documents as the Bank may deem appropriate Subject Always that in the case where the Box is hired in the joint names of two or more persons, the Contents shall be handed by the Bank to the surviving hirer(s) in the event of death of any one of the Hirer. It is hereby agreed that the Bank shall be fully discharged of the Bank's duties and obligations under this Terms and Conditions upon receipt of the Contents by the persons abovementioned.

19. Upon the Hirer's death, the Bank may prior to the production of any Grant of Probate or Letter of Administration permit any persons claiming to be entitled to administer the estate of the deceased hirer to open the Box and examine its contents in the presence of an officer of the Bank. The Bank may also permit such persons to remove any will or testamentary papers provided that the Bank have made photocopies of such documents and we are hereby allowed to retain such photocopies for purposes of the Bank's records. It is hereby agreed that the Bank shall not be responsible for any loss or damage whatsoever arising from any act done pursuant to this Clause.

20. In addition to any general right of set-off under law or any other agreement, the Hirer agrees that the Bank may combine, consolidate or merge all or any of the Hirer's accounts (whether current, deposit, loan or otherwise) with the Bank, whether singly or jointly with any other persons. The Hirer authorises the Bank, after giving the Hirer seven (7) days' notice, to set-off or transfer any sums standing to the credit of any such accounts ("the Deposits") in or towards the satisfaction of the Hirer's liabilities to the Bank under this Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").
 - (i) Upon the issuance of the notice mentioned in Clause 20 herein, the Hirer agrees that the Bank have the right to earmark or to place a hold on the Deposits, prior to the setting-off and the Hirer shall not be entitled to withdraw any of the Deposits, without the Bank's prior written consent.
 - (ii) Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, the Hirer agrees that such conversion shall be calculated at the Bank's then prevailing spot rate of exchange.

21. The Bank can vary, add to, delete or amend any provisions in this Terms and Conditions by giving the Hirer twenty-one (21) days' prior notice in any manner provided in this Terms and Conditions. If the Hirer does not agree to the amendments, the Hirer must within seven (7) days from the date the Hirer is deemed to be in receipt of the Bank's notice as provided herein, give a notice to the Bank in accordance with Clause 17(i)(b) above to terminate the Services. Otherwise the Hirer will be deemed to have accepted and agreed to such changes and such changes will be binding on the Hirer.





22. The Hirer agree to allow the Bank (including our officers, employees, agents or any other persons to whom the Bank grants access to the Bank's records, correspondence or any material relating to the Hirer or the Hirer's account) to disclose relevant information relating to the Hirer, the Hirer's account and any of the Hirer's authorised persons to the following:
- (i) any one of the Bank's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in Malaysia or elsewhere, and includes the Bank (the "Group") for any of the following purposes:
 - (a) providing the Hirer with banking services;
 - (b) reporting;
 - (c) data matching;
 - (d) improving and furthering the provision of other services by the Bank;
 - (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 our operations;
 - (i) performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
 - (j) facilitating the performance of the Bank or any 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 the Bank;
 - (ii) any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;



- (iii) any person, whether in Malaysia or elsewhere, engaged by the Bank in connection with the performance of services or operational functions which have been out-sourced;
- (iv) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (v) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (vi) the Bank's auditors, solicitors, and professional advisors;
- (vii) the Bank's stationery printers, vendors of the computer systems the Bank uses, and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank engages;
- (viii) any receiver appointed by the Bank or by any other party;
- (ix) any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau;
- (x) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (xi) any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Hirer and the Bank, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (xii) for transactions effected or processed with or without the Hirer's authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, 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;
- (xiii) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any member of the Group;
- (xiv) any person to whom the Bank, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (xv) any other person to whom such disclosure is considered by the Bank to be in the Bank's interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);





- (xvi) any person intending to settle any moneys outstanding under the Rent;
 - (xvii) any person connected to the enforcement or preservation of any of the Bank's rights under this Terms and Conditions;
 - (xviii) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank or any regulatory and/or statutory body;
 - (xix) any of the Hirer's directors.
23. (i) The Hirer agrees that the Group is permitted to process the Hirer's Personal Data. For the purpose of this Terms and Conditions, the term "process", "processing", and "processed" shall have the meaning prescribed in the Personal Data Protection Act 2010.
- (ii) "Personal Data" may include, but is not limited to, the Hirer's name, date of birth, identification card (NRIC), sex, marital status, race, current residential address, home number, office number, mobile number, email address, credit card details, name of employer, name of business owned by the Hirer, occupation, mother's maiden name, highest educational qualification, annual income, the Hirer's user ID and password for internet banking, the information contained in any accounts the Hirer may have with the Bank either singly or jointly with any other person and/or any other information which the Bank may receive in relation to any accounts the Hirer may have with the Bank either singly or jointly with any other person.
- (iii) The purpose for which the Bank collects the Personal Data include the following:
- (a) to process the Hirer's applications for any banking products and services;
 - (b) to enable the Bank to consider whether to provide or continue to provide to the Hirer any banking products and services;
 - (c) to provide the Hirer with banking services;
 - (d) for data processing or reporting purposes;
 - (e) to respond to any inquiries or complaints from the Hirer;
 - (f) to promote, improve and further the provision of other services by the Bank or any member of the Group to the Hirer;
 - (g) for debt collection purposes;





- (h) for enforcement of the Bank's rights and obligations under these terms;
 - (i) to comply with any legal and/or regulatory requirements;
 - (j) for processing your instructions and generating any correspondences, confirmation, advices and/or Statement of Account;
 - (k) to ensure that the information in the Bank's "Customer Due Diligence" records are accurate; or
 - (l) for any direct marketing of the Bank's banking and/or insurance products and services.
- (iv) The Hirer's Personal Data was collected from the information the Hirer has provided the Bank in the Hire Of Safe Deposit Box Application Form and any other document provided in connection with or pursuant thereto.
 - (v) It is obligatory that the Hirer provide the Bank with the Personal Data as set out in Clause 23(ii) above. If the Hirer fails to provide the Bank with the Hirer's Personal Data, the Bank may not be able to process and/or disclose the Hirer's Personal Data in the manner described above.
 - (vi) The Hirer agrees and consents that the Bank may transfer the Personal Data outside of Malaysia. Other countries may not provide the same level of protection for data as compared to Malaysia. All Personal Data held by the Bank 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.
 - (vii) The Hirer is entitled to request in writing:
 - (a) for any information in relation to the Hirer's Personal Data that the Bank holds or stores, upon payment of a prescribed fee;
 - (b) for any information held or stored by the Bank to be updated, amended and/or corrected;
 - (c) for the Bank to limit the processing of the Hirer's Personal Data held or stored by the Bank; and
 - (d) to make an enquiry or complaint in respect of the Bank's processing of the Hirer's Personal Data.
 - (viii) The Hirer may direct the Hirer's request to the servicing branch where the Box is located at.





- (ix) The Bank may charge a fee in accordance with the Personal Data Protection Act 2010 for processing the Hirer's request for access or correction. The Bank may also refuse to comply with the Hirer's request in respect of Clause 23(vii)(a) or (b) above and if the Bank refuses to comply with such request, the Bank will inform the Hirer of the Bank's refusal and the reason for the Bank's refusal pursuant to the Personal Data Protection Act 2010.
 - (x) The Hirer confirms that the Hirer has received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank (which is available at our branches as well as at our website at www.uob.com.my) and the clauses in this Clause 22 as may relate to the processing of the Hirer's Personal Data. For the avoidance of doubt, the Hirer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
 - (xi) The Hirer is responsible for ensuring that the information the Hirer provides the Bank is accurate, complete and not misleading and that such information is kept up to date.
 - (xi) If the Hirer subsequently withdraw the Hirer's consent to process the Hirer's Personal Data (other than for direct marketing purposes), the Bank will not be able to process and/or disclose the Hirer's Personal Data in the manner described above.
 - (xii) The Hirer may choose not to receive any direct marketing materials about the Bank's services and products. The Hirer must write to the address stated in these terms or such other address notified by the Bank with the Hirer's request and the Bank will delete the Hirer's name from the Bank's direct marketing mailing lists.
24. (i) The Hirer must notify the Bank in writing of any change in the Hirer's address, facsimile number, electronic mail address or mobile phone number as soon as possible.
- (ii) Anything whatsoever that the Bank sends to the Hirer may be:
- (a) delivered by hand to the Hirer's address as stated hereinabove or such other address last known to the Bank;
 - (b) sent by post (registered, AR registered, ordinary or otherwise) to the Hirer's address as stated herein above or such other address last known to the Bank;
 - (c) sent by facsimile transmission to the facsimile number last known to the Bank;





- (d) sent by electronic mail to the electronic mail address last known to the Bank;
 - (e) sent by short message system (SMS) to the mobile phone number last known to the Bank;
 - (f) communicated to the Hirer by posting on the Bank's website; or
 - (g) communicated to the Hirer by insertion in any statement of account which the Bank may send to the Hirer.
- (iii) Anything whatsoever that the Bank sends to the Hirer will be taken to have been received by the Hirer:
- (a) at the time of delivery at the Hirer's address, if delivered by hand;
 - (b) on the third (3rd) Day (including the day of posting) and if the Bank can show that whatever the Bank sent was properly posted and correctly addressed to the Hirer;
 - (c) at the time the facsimile transmission is completed;
 - (d) at the time the electronic mailing is completed;
 - (e) at the time the sending by short message system (SMS) is completed;
 - (f) at the time of posting on the Bank's website; or
 - (g) at the time the statement of account is deemed to have been received by the Hirer.
- (iv) The Bank's rights under this Terms and Conditions are not to be affected by any failure on the Hirer's part to notify the Bank of any change in the Hirer's address, facsimile number, electronic mail address or mobile phone number.
- (v) The Bank also reserves the right to serve on the Hirer any notice by way of advertisement in any one daily newspaper and such notice will be deemed to have been served on the Hirer on the day the advertisement appears in the newspaper regardless of whether the Hirer has actually seen the advertisement.
25. The Bank and the Group shall be entitled to take any and all actions as may be deemed to be reasonably necessary, without consulting the Hirer beforehand, if the Banks is served with a court order issued by a court of any jurisdiction, the Hirer agrees that the Hirer will not hold the Bank liable for any loss or damage in connection with the Bank's actions.





26. The Bank shall notify the Hirer at least twenty-one (21) days prior to the effective date of any change to the Rent and/or any other charges, as the case may be and any amendments which the Bank may subsequently introduce from time to time.
27. In the case where the Box is hired in the joint names of two or more persons, the Hirer is jointly and severally and unconditionally and irrevocably bound by all the terms and conditions contained in this Terms and Conditions, including any amendments or variations to this Terms and Conditions.
28. Words importing the masculine gender include the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa.
29. Time wherever mentioned shall be of the essence of this Terms and Conditions.
30. In the case where the Box is hired by a partnership, the partners of the firm are jointly and severally and unconditionally and irrevocably bound by all the terms and conditions contained in this Terms and Conditions including any amendments or variations to this Terms and Conditions and each of the partners hereby undertakes to indemnify the Bank against all claims, demands and all other liabilities which may be made or incurred by the Bank in connection with all matters relating to the Box Provided That the obligations and liabilities of each partner of the firm under this Terms and Conditions shall remain in full force notwithstanding any change in the constitution or name or membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners.
31. The Hirer is liable to pay for any taxes or levies which as at the date of this Terms and Conditions or at any date subsequent to the date of this Terms and Conditions, is required by law to be paid to any body or authority having jurisdiction over the Bank, in respect of any fees and charges charged or incurred by the Bank in relation to the Box.
32. Any taxes or levies incurred by the Bank in relation to the use of the Box and any other goods or services provided under the Box shall be borne and charged to the Hirer and in the event that the Bank shall effect payment, the Hirer shall be liable to reimburse the Bank for such amounts paid.
33. The Hirer will provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, that may be required to enable the Bank and its agents to document the Customer in accordance with sections 1471 through 1474 of the United States Internal Revenue Code ("FATCA") or other agreement by or





between governments. The Hirer shall notify the Bank in writing within thirty (30) days of any change that affects the Hirer's tax status pursuant to any legal requirement or other agreement by or between governments. The Hirer shall provide all required documentation or other information when the Bank requests in order to process any change.

34. The waiver or failure of any party hereto to enforce any right provided for by this Terms and Conditions shall not be deemed as a waiver of any further or future right contained in this Terms and Conditions.
35. If any provision of this Terms and Conditions is held to be illegal or contrary to public policy or otherwise unenforceable, such invalidity or unenforceability shall be deemed eliminated or modified to the extent to which, in the court's opinion, it is necessary to make the remainder of the provisions enforceable.
36. This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia.

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