



## GUARANTEE AND INDEMNITY BY INDIVIDUAL(S) OR COMPANY

THIS GUARANTEE AND INDEMNITY is made the day and year stated in Section 1 of the Schedule below between the parties described in Section 2 of the Schedule (the "**Guarantor**") of the one part and CIMB BANK BERHAD [197201001799 (13491-P)] of Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business at the address specified in Section 3 of the Schedule hereto (the "**Bank**") of the other part.

WHEREAS

(a) The Facility Agreement

At the request of the Guarantor, the Bank has agreed to make available a Facility in the total principal amount stated in Section 4 of the Schedule below (the "**Facility**"), to the parties stated in Section 5 of the Schedule (the "**Borrower**") upon the terms and conditions contained in the Facility Agreement and the Letter of Offer, each dated the relevant day and year stated in Section 6 of the Schedule (together, the "**Facility Agreement**").

(b) This Guarantee and Indemnity

It is a term of the Facility Agreement that the Guarantor issues this Guarantee and Indemnity to the Bank. Where the Guarantor comprises more than one (1) guarantor, such guarantors will be considered to have issued this Guarantee and Indemnity on a joint and several basis, whether they signed the same original of this Guarantee and Indemnity or separate counterparts.

IT IS AGREED: -

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Words and expressions in this Guarantee and Indemnity shall bear the following meanings:

<b>Borrower</b>	The parties stated in Section 5 of the Schedule and includes his/her/their estate, heirs, personal representatives, permitted assigns and/or successors in title;
<b>Facility</b>	The Facility stated in Section 4 of the Schedule;
<b>Facility Agreement</b>	The Facility Agreement and Letter of Offer stated in Section 6 of the Schedule;
<b>Guarantor</b>	The parties stated in Section 2 of the Schedule;

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- Indebtedness** (a) has the meaning ascribed to it in the Facility Agreement, as amended from time to time; or
- (b) (if “**Indebtedness**” is not defined in the Facility Agreement) all present and future monies, debts and other liabilities due, owing or incurred by the Borrower or the Depositor or any other security party to the Bank under any document entered into in respect of the Facility (in each case, whether alone or jointly, or jointly and severally, with any other person, whether as principal debtor or guarantor or otherwise, and whether such liabilities are actual or contingent);
- Security Party** The parties described in Section 3 of Schedule 1 of the Facility Agreement and any other person providing any security to secure the Indebtedness and any party (other than the Bank) to the Security Documents;

## 1.2 Interpretation

In this Guarantee and Indemnity (unless the context otherwise requires):-

- (i) words applicable to natural persons include any body of persons, firms, partnerships, companies, corporations, states, administrative and/or governmental entities and *vice versa*;
- (ii) references to the masculine gender include the feminine and neuter genders, and *vice versa*;
- (iii) references to the singular number include the plural and *vice versa*;
- (iv) references to any laws include all laws as amended, modified or re-enacted;
- (v) references to Clauses and Schedule unless otherwise stated are to be construed as references to Clauses and Schedule of this Guarantee and Indemnity;
- (vi) Clause headings are inserted for reference only and must not be taken, read or construed as essential parts of this Guarantee and Indemnity;
- (vii) where any agreement, covenant, term, condition, and/or undertaking are expressed to be made by or on the part of two or more persons or parties, all such agreements, covenants, terms, conditions, and/or undertakings are deemed to be made by, and are binding on, or enforceable by all such persons or parties jointly and severally;
- (viii) references to a document include the same as from time to time varied and any document from time to time issued or executed supplemental, in addition or in substitution to or for it;
- (ix) the schedule to this Guarantee and Indemnity will be taken, read and construed as an essential part of this Guarantee and Indemnity;

## **GUARANTEE AND INDEMNITY**

The Guarantor irrevocably and unconditionally undertakes and guarantees the Bank, as principal debtor and not merely as surety:

### **2 PAYMENT ON DEMAND**

- (a) to pay the Indebtedness to the Bank on demand;
- (b) interest on any amounts demanded from the Guarantor by the Bank and not paid when due, calculated at the rate prescribed in the Facility Agreement;
- (c) all other monies or facilities lent or extended by, or liabilities incurred by the Bank to the Borrower even if:
  - (i) the borrowing or incurring of such liabilities may be invalid or in excess of the powers of (A) the Borrower or (B) any directors, attorney, agent or other person purporting to borrow or act on behalf of the Borrower; and
  - (ii) there is any other irregularity in the borrowing or incurring of such liabilities.

### **3 GUARANTOR'S COVENANTS**

The Guarantor further agrees, undertakes and covenants with the Bank as follows: -

- (a) Principal Liability

that to give full effect to the provisions of this Guarantee and Indemnity: -

- (i) the Guarantor waives all rights inconsistent with the provisions of this Guarantee and Indemnity and which the Guarantor might otherwise be entitled to claim and enforce as surety;
- (ii) the Guarantor will not be discharged by any fact, circumstances, act or omission whether known to the Bank or not, or by which the liability of the Guarantor under this Guarantee and Indemnity would have been discharged if the Guarantor had not been a principal debtor;
- (iii) the Guarantor's liability under this Guarantee and Indemnity will subsist and will not be discharged, diminished or affected, whether or not:
  - (I) the Bank has a right to claim, or has already claimed, against the Borrower and/or any other surety or security provider; and/or
  - (II) the Bank has taken any other security now or may in the future at any time or from time to time take to secure the Indebtedness from the Borrower or any other persons or has failed to take any other security to secure the Indebtedness;
  - (III) the Bank has enforced, or failed to enforce any other security taken to secure the Indebtedness;

- (IV) the Bank has filed a proof of debt where the Borrower has been adjudged a bankrupt or is in liquidation (as applicable) [and in such a case, the full amount of the Indebtedness shall be payable by the Guarantor;
- (iv) all sums payable by the Guarantor under this Guarantee and Indemnity will be paid in full without set-off, counter-claim, condition or qualification;
- (v) that the bankruptcy, winding up, insolvency and/or liquidation, death, insanity, disability, lack of capacity, improper execution of this Guarantee and Indemnity or determination of liability of any one of the Guarantors or for any other reason:
  - (I) will not prejudice or affect the liability of the other persons constituting the Guarantor under this Guarantee and Indemnity; and
  - (II) will be binding and operative until discharged by the performance by the other persons constituting the Guarantor and payment of the Indebtedness in full;
- (b) that the Bank may:
  - (i) capitalise and charge interest on the Indebtedness and this right will subsist and continue to subsist, whether or not there has been a demand for payment of any monies under this Guarantee and Indemnity, before and after judgment and even if the banker-customer relationship between the Bank and the Borrower and/or the Guarantor (as applicable) has ceased for any reason;
  - (ii) grant or refuse to grant further banking and/or other credit facilities, advances, overdrafts or loans to the Borrower, whether with or without notice to the Guarantor;
  - (iii) grant to the Borrower, the Guarantor or any other person any time or indulgence;
  - (iv) renew any bills, notes, or other negotiable instruments;
  - (v) deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or guarantees or rights which the Bank may have now or any time in future have from or against the Borrower or any other person or persons; and/or
  - (vi) compound with the Borrower, the Guarantor and/or any other person.
- (c) Opening of New Account

that after the monies guaranteed under this Guarantee and Indemnity have been demanded from the Guarantor, the Bank may open a new or separate account for the Guarantor in its books. If the Bank does not in fact open such new or separate accounts, the Bank will nevertheless be deemed to have done so at the time. Subsequently, all payments to account made by the Guarantor to the Bank will, (unless there are legal or equitable rule or presumption to the contrary), be placed or be deemed to have been placed to the credit of the new or separate account (whether actually opened or deemed to have been opened), provided always that the provisions of this Clause will not prejudice the security otherwise available for the payment of the Indebtedness;

(d) Variation

that the Bank may vary and/or amend these terms and/or conditions of this Guarantee and Indemnity by giving at least twenty-one (21) days' prior written notice to the Guarantor;

(e) Conclusive Evidence

(A) any admission or acknowledgement in writing by the Borrower or by any other person authorised by the Borrower of the Indebtedness owing by the Borrower to the Bank and/or (B) any judgment recovered by the Bank against the Borrower in respect of the amount owing by the Borrower to the Bank will be binding and conclusive on and against the Guarantor and that a written statement from the Bank as to the amount due and owing by the Borrower will be accepted by the Guarantor as conclusive evidence that the amount appearing on such written statement is due from the Borrower to the Bank and payable on demand to the Bank by the Guarantor;

(f) Adjustments

that if the Bank has received such ultimate balance in full, any claim on the Guarantor's part to any excess or any security remaining in the Bank's hand will be a matter of adjustment between the Bank, the Guarantor and any other persons laying claim to the same;

(g) Counter Security

that the Guarantor will not, except with the Bank's prior consent in writing, take (whether directly or indirectly) any counter-security whether involving a charge on property of the Borrower or otherwise by which the Guarantor may on the insolvency of the Borrower and to the prejudice of the Bank, increase the Guarantor's proof in such insolvency or diminish the property distributable among the creditors of the Borrower. Any such counter-security taken by the Guarantor with the Bank's consent will be a security to the Bank for the fulfilment of the Guarantor's obligations under this Guarantee and Indemnity;

(h) Lien And Set-Off

The Guarantor also expressly and irrevocably agrees that upon the occurrence of an event of default on the Facility or after a demand has been made, the Bank may at any time, with at least 7 days' prior written notice to me/us, and without first having to:

- (i) have recourse to any other security or guarantee for payment of the outstanding balance of the Facility; or
- (ii) take any steps or proceedings against the Borrower,

uplift and/or withdraw any or all of the accounts of the Guarantor and/or apply, transfer or set-off the proceeds of such accounts (whether principal or interest and whether in full or in part) towards payment or satisfaction of all or part of the Indebtedness. If any of the accounts are in a currency other than Ringgit Malaysia, the Bank may convert the credit balance in those accounts into Ringgit Malaysia at its spot rate of exchange on that day. The Guarantor agrees that the Bank will not be liable for any loss caused to the Guarantor by reason of the exercise of the Bank's rights including (without limitation) any

loss of interest, except to the extent that such loss is solely attributable to the Bank's gross negligence or wilful default.

(i) Subordination of Debt

any amount now or in future due and owing by the Borrower to the Guarantor (the "**Borrower's Debts**") will be subordinated to the Borrower's Indebtedness. If the Bank requires, the Borrower's Debts to the Guarantor will be collected, enforced and received by the Guarantor on trust for the Bank and paid over to the Bank on account of the Borrower's Indebtedness without otherwise reducing or affecting the Guarantor's liability under this Guarantee and Indemnity;

(j) Release/Compromise With Borrower

that the Guarantor's liability under this Guarantee and Indemnity will not be discharged, diminished or affected by any release of or compromise with the Borrower whether or not the Guarantor has any notice of such release, compromise or agreement and whether or not the Bank has reserved its rights against the Borrower.

(k) Change in the Guarantor

The Guarantor's security, liabilities and obligations under this Guarantee and Indemnity shall continue to be valid, binding and enforceable for all purposes even if there is a change by amalgamation, reconstruction or otherwise to the constitution of the Bank and/or the Borrower and/or Guarantor. Any change affecting the Bank, the Borrower and/or Guarantor shall not affect the security, liabilities and obligations created under this Guarantee and Indemnity.

(l) Non-resident Guarantor

where the Guarantor is a non-resident, the Guarantor's liability under this Guarantee will be for payment of the amounts owing in Ringgit Malaysia. However, if pursuant to any foreign exchange administration rules or regulation:

(i) this Guarantee is deemed given by the Guarantor in the denominated currency, as stipulated in Schedule 7 below and which is equivalent to the monies intended to be secured under this Guarantee and Indemnity;

(ii) payment by the Guarantor cannot be made in Ringgit Malaysia, then payment under this Guarantee will be made by the Guarantor in the denominated currency as stipulated in Section 7 of the Schedule, which shall be equivalent to the monies intended to be secured under this Guarantee and Indemnity; and

(iii) any approval required shall be applied for and obtained by the non-resident Guarantor.

(m) Interest

The rights of the Bank to capitalise and charge interest as provided in this Guarantee and Indemnity will subsist and continue to subsist:

- (i) notwithstanding the issue and/or service of a demand for payment of any monies secured by this Guarantee and Indemnity; and
- (ii) before and after judgment between the Bank and the Guarantor; and
- (iii) notwithstanding that the banker-customer relationship between the Bank and (i) the Borrower and/or (ii) the Guarantor (as applicable) has ceased for any reason.

#### **4 INDEMNITY**

The Guarantor further agrees, undertakes, confirms and covenants with the Bank, without prejudice to any of the Guarantor's obligations to the Bank, to indemnify and keep the Bank indemnified against all losses, actions, proceedings, claims, demands, costs, damage and/or expenses (including legal costs on a full indemnity basis) which the Bank may incur, suffer or sustain by reason of any breach by the Borrower and/or the Guarantor of any of the terms and conditions in the Facility Agreement or this Guarantee and Indemnity or other Security Documents.

#### **5 NOTICE OF DEMAND**

- (a) Notices, demands and other communications to the Bank will be sent to its address stated in this Guarantee and Indemnity, or as notified by the Bank to the Guarantor. Any notice required to be given (i) must be in writing; (ii) signed by the Guarantor and (iii) will be effective only on receipt by, and evidenced by an acknowledgement of the Bank, or where applicable, are given via channels permitted by the Bank.
- (b) Notices, demands and other communications to the Guarantor will be sent via any of the following modes and will be deemed to have and served on the Guarantor accordingly:
  - (i) if delivered personally at the time of delivery or despatch; or
  - (ii) if sent by post, on the seventh (7th) day after posting; or
  - (iii) if sent by courier, immediately on the Guarantor's acknowledgement on the courier consignment note; or
  - (iv) if sent by any forms of instantaneous communication (including but not limited to e-mail, short message service (sms) and voice recordings), immediately; or
  - (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- (c) It will be the Guarantor's responsibility to ensure that any notices sent via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.
- (d) Any notice that the Bank gives, including any notice of demand for monies lent or advanced by the Bank to the Guarantor may be signed on the Bank's behalf by a director, general manager, manager, assistant

manager, officer or by any solicitor of a firm of solicitors acting on the Bank's behalf. If the notice is computer-generated, it need not be signed.

- (e) The Guarantor must give actual notice to the Bank of any change in address in order for such change of address to be effective and binding on the Bank. If there is any change to the Guarantor's (i) telephone numbers; (ii) e-mail addresses; and/or (iii) other particulars recorded with the Bank (collectively "**Personal Particulars**"), the Guarantor must notify the Bank promptly to ensure that all correspondence and/or communications reach the Guarantor in a timely manner.
- (f) The Guarantor agrees that upon any demand for payment being made, the Guarantor will make payment of the sums demanded within the period set out in the date of the notice of demand. If the Guarantor fails to make payment within such period, the Bank will be entitled to enforce all its legal rights and remedies and may take all such action as it reasonably deems fit to recover the outstanding sums due to the Bank.

## **6 AGENT FOR SERVICE**

The Guarantor irrevocably appoints the Borrower as the Guarantor's agent for the service of any demand, notice, writ, summons, judgment or other legal process, and authorises the Borrower to accept service of such demand, notice, writ, summons, judgments or other legal processes on behalf of the Guarantor. The Guarantor will be deemed to have notice of such legal processes when such notice is acknowledged received by the Borrower. Any failure of the Borrower to give notice to any Guarantor, will not affect or impair the validity of any proceedings and/or the judgments or orders based thereon, provided that nothing contained in this Clause will be deemed to limit the right of the Bank to effect service of such legal processes in any other manner permitted by law.

## **7 REPRESENTATIONS AND WARRANTIES**

The Guarantor represents and warrants to the Bank that: -

- (a) the Guarantor is of sound mind, has full power and capacity to execute, deliver and perform all the respective obligations under this Guarantee and Indemnity;
- (b) the Guarantor's obligations under this Guarantee and Indemnity constitute legal, valid and binding obligations of the Guarantor and are enforceable against the Guarantor in accordance with the terms of this Guarantee and Indemnity;
- (c) the obligations of the Guarantor under this Guarantee and Indemnity are direct, unconditional, unsubordinated, irrevocable and general obligations of the Guarantor and which will rank *pari passu* (i.e. on equal footing) with all of the Guarantor's other direct or contingent unsecured liabilities;
- (d) the signing and delivery of this Guarantee and Indemnity and the performance of the Guarantor's obligations and/or exercise of its rights under in this Guarantee and Indemnity will not: -
  - (i) contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, licence, permit or consent affecting or binding the Guarantor, its assets or revenues;



- (ii) cause any limitation on the Guarantor and where the Guarantor is a corporation, the powers of its directors, whether imposed by or contained in any document or any law, order, judgement, agreement, instrument or otherwise, to be exceeded; or
  - (iii) result in, or oblige the Guarantor to create any charge on the whole or any part of its assets or revenue, now or in the future;
- (e) the Guarantor is not in breach or contravention of any law or regulation, order, franchise, concession, licence, permit, authority, agreement, undertaking, instrument, arrangement, obligation or duty applicable to the Guarantor or any of its assets or revenues where such breach, contravention or default could materially and adversely affect the Guarantor's: assets,
- (i) liabilities, or condition (financial or otherwise); or
  - (ii) ability to perform the Guarantor's obligations under this Guarantee and Indemnity.

No event of default or prospective event of default has occurred which would constitute a default under any other agreement, undertaking or instrument; and no event or omission has occurred which entitles, or which with the giving of notice, the lapse of time and/or the fulfilment of any other condition could entitle, any of the Guarantor's creditors to declare any of the Guarantor's debts to the creditors due and payable prior to its specified maturity, and/or to cancel or terminate any credit facilities, or to decline to make advances under such facilities;

- (f) that by executing this Guarantee and Indemnity the Guarantor, such execution shall not constitute an event of default or potential event of default under any of its agreements with a third party, or there is no breach of any law, regulation or order binding on the Guarantor;
- (g)
- (i) there are no legal proceedings, or bankruptcy or insolvency proceedings threatened or pending against the Guarantor;
  - (ii) the Guarantor is not undischarged bankrupt(s), wound up or insolvent;
  - (iii) the Guarantor has not violated any court order or judgment;
  - (iv) no voluntary arrangement has been entered into or proposed to be entered into by the Guarantor with its creditors;
  - (v) no receiver and/or manager has been appointed to take over the Guarantor's assets and/or business;
  - (vi) there is no application made or pending by any person for an order for (I) the Guarantor to be placed under judicial management and (II) the appointment of a judicial manager; or
  - (vii) there is no form of arrangement or composition (voluntary or otherwise) entered or proposed to be entered into by the Guarantor with its creditors;
- (h) no litigation, arbitration, administrative proceeding or claim that may (i) have a material adverse effect on the Guarantor's business, assets or condition, or (ii) materially and adversely affect the Guarantor's liability to observe or perform its obligations under this Guarantee and Indemnity, is presently in progress

or pending or, to the best of the Guarantor's knowledge, information and belief (after due and proper inquiry), threatened against the Guarantor or any of the Guarantor's assets;

- (i) that all the particulars, declarations and statements furnished and made by the Guarantor to the Bank are true, accurate and complete, and do not omit any material facts; and
- (j) all monies to be paid by the Guarantor to the Bank come from lawful sources, and the sources of each payment do not breach the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or similar legislation applying in the jurisdiction from which the monies originate, or any tax laws to which the Guarantor is subject.
- (k) each of the above representations and warranties will constitute continuing representations and warranties (with reference to the facts and circumstances existing at such time) throughout the validity of this Guarantee and Indemnity.

## **8 DISCHARGE ONLY BY PERFORMANCE**

The Guarantor agrees that this Guarantee and Indemnity and obligations of the Guarantor under this Guarantee and Indemnity will not be satisfied and discharged except on the payment by the Guarantor of all (i) Indebtedness and (ii) also monies which are now or in future due and owing by the Guarantor (whether solely or jointly with any other persons, firms or companies, and whether as principal or surety) or for which the Guarantor may be liable to the Bank in any manner.

## **9 APPROPRIATION OF PAYMENTS**

Any monies received from the Guarantor may be placed and retained in a suspense account to facilitate a discharge of any obligation due by the Borrower and/or Guarantor in relation to the Facility. If there is a shortfall from proceeds of the foreclosure/recovery action and there are proceedings in or comparable to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of such shortfall.

## **10 WAIVER, RIGHTS CUMULATIVE**

No failure, delay or omission on the part of the Bank to exercise any right or power under this Guarantee and Indemnity upon any default on the Guarantor's part will (i) impair any such right or power, or (ii) be construed as a waiver or any acquiescence in such default. Further, any action or any acquiescence by the Bank in respect of any default will not affect or impair any of the Bank's rights or powers in respect of any other or subsequent default.

Where any monies are owing and secured by this Guarantee and Indemnity, they will be deemed to be so owing and so secured regardless of any:

- (i) legal limitation or incapacity of the Borrower or any of the Guarantor; or
- (ii) illegality, irregularity, unenforceability, invalidity or defect in the provisions of this Guarantee and Indemnity or other Security Documents; and/or

- (iii) defence between the Borrower and the Bank and/or the Guarantor and the Bank in relation to the borrowing.

## **11 INTEREST ON JUDGMENT SUMS**

If a judgment is entered against the Guarantor in relation to any sums due under this Guarantee and Indemnity requiring the Guarantor to pay any sums of money to the Bank, interest will be payable to the Bank at the rate prescribed in the Facility Agreement or at such other rate as may be determined or varied by the Bank from time to time (by giving at least twenty-one (21) days' notice to the Guarantor of such variation), until the date of full payment by the Guarantor of such sums of money so adjudged to be payable to the Bank.

## **12 PAYMENT WITHOUT DEDUCTION FOR TAXES**

All payments made by the Guarantor must be without set-off, counter claim, deduction or withholding. If there is any deduction or withholding, the Guarantor must immediately pay to the Bank an additional amount so that the net amount received by the Bank will be equal to the full amount the Bank should have received without the deduction or withholding.

## **13 RIGHT TO ASSIGN**

The Guarantor agrees not to assign or transfer any of its rights, benefits and/or obligations under this Guarantee and Indemnity to any person without the Bank's prior written consent. The Bank may, with prior written notice to the Guarantor, assign its rights, benefits and/or obligations under this Guarantee and Indemnity provided such assignment or transfer does not materially and adversely affect the Guarantor's rights under this Guarantee and Indemnity.

## **14 DISCLOSURE**

- (a) The Guarantor expressly agrees, consents to and authorises the Bank to disclose any information relating to the Facility and the Guarantor's affairs or accounts to:
  - (i) the Bank's agents, service providers, auditors, valuers, legal counsel, other professional advisors, any contractor appointed to carry out construction or renovation of the property, any vendor, proprietor or developer of the property and their respective successors-in-title and assigns, any party appointed by Court, and any party in an agreement which relates to the property, whether in or outside Malaysia;
  - (ii) the Borrower and/or any other Security Party who has provided security in relation to the Facility to the Bank;
  - (iii) the credit bureau established by Bank Negara Malaysia and other relevant authorities to whom the Bank is required to make disclosures or has jurisdiction over the Bank;
  - (iv) any insurer on the Bank's panel or an insurer acceptable by the Bank with whom the Bank may choose to take up insurance in relation to the Facility or property;

(v) entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;

(vi) any financial institutions with which the Guarantor has or proposes to have dealings;

for facilitating the business, operations, provision of the Facility and related services, performance of the contract and services of or provided by the Bank and/or the Group Companies, as well as to:

(vii) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;

(viii) any company and/or organisation that assists or facilitates the processing and/or fulfillment of transactions or instructions that the Guarantor has requested and/or given to the Bank;

(ix) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Facility and/or this Guarantee and Indemnity; and

(x) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Guarantor agrees that the consent given above cannot be withdrawn where such disclosure of the Guarantor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or the Guarantor to comply with contractual requirements or to comply with any legal requirements.

(b) Disclosure to Group Companies (within Malaysia) may also be for cross-selling of the Bank and/or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Guarantor.

(c) The Bank may also disclose the Guarantor's information such as name and contact details (excluding the Guarantor's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the Guarantor's consent has been obtained.

(d) However, the Guarantor may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.

## **15 PRIVACY CLAUSE**

- 15.1 The Guarantor hereby confirms that the Guarantor has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimb.com.my](http://www.cimb.com.my)) and the clauses herein as may relate to the processing of the Guarantor's personal information. For the avoidance of doubt, the Guarantor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Guarantee.
- 15.2 In the event the Guarantor provides personal and financial information relating to third parties, including information relating to the Guarantor's next-of-kin and dependents (where the Guarantor is an individual) or information relating to the Guarantor directors, shareholders, officers, individual guarantors and security providers (where the Guarantor is a corporation), for the purpose of entering into this Guarantee or the Facility (a) confirms that the Guarantor has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Guarantee; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate the Facility should such consent be withdrawn by any of the said third parties.
- 15.3 Where the Guarantor instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on behalf of the Guarantor, the Guarantor agrees to the above said disclosures on behalf of the Guarantor and others involved in the said cross-border transaction.
- 15.4 The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies including but not limited to CTOS, FIS and/or any other agencies and/or from any financial institution to enable us to ascertain the Guarantor's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Guarantor's portfolio(s); and/or recover debts. The Guarantor will be linked by credit reporting/reference agencies to any other names the Guarantor uses or has used, and any joint and several applicants. The Bank may also share information about the Guarantor and how the Guarantor discharges and manages the Guarantor's obligations herein with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose the Guarantor's credit information to its subscribers for purposes of fraud detection and fraud prevention.
- 15.5 Even after the Guarantor has provided the Bank with any information, the Guarantor will have the option to withdraw the consent given earlier, except where such disclosure of the Guarantor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or Guarantor to comply with contractual requirements or to comply with any legal requirements.

- 15.6 The Bank reserves the right to amend this clause from time to time at its sole discretion and shall provide not less than twenty-one (21) days' prior written notice to the Guarantor and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches
- 15.7 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 15.8 This clause is without prejudice to any other clause in this Guarantee and Indemnity which provides for the disclosure of information.

**16 COSTS AND EXPENSES**

The Guarantor will be liable to pay all costs and expenses in connection with the preparation, execution and perfection of this Guarantee and Indemnity, including the Bank's solicitors' fees (on a solicitor and client basis).

**17 ILLEGALITY**

Any provision of this Guarantee and Indemnity that is or becomes invalid, void, illegal or unenforceable shall only be ineffective to the extent necessary and shall not affect or impair the validity, legality and/or enforceability of the remaining provisions of this Guarantee and Indemnity. I/We agree, upon request by the Bank, to a substitution of any such invalid, void, illegal or unenforceable provision (in form and content acceptable to the Bank) with a valid provision which has as far as possible the same effect and the costs of such further guarantee and indemnity, (including but not limited to the legal fees), will be borne by the Guarantor.

**18 TIME**

Time shall be of the essence of this Guarantee and Indemnity.

**19 COUNTERPART**

This Guarantee and Indemnity may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

**20 LAW AND JURISDICTION**

I/We hereby expressly agree (i) that this Guarantee and Indemnity shall be governed by the laws of Malaysia and (ii) to submit to the exclusive jurisdiction of the courts of Malaysia.

**21 SUCCESSORS BOUND**

This Guarantee and Indemnity will be binding upon:

- (i) the Guarantor's heirs, personal representatives, permitted assigns and successors-in-title, and

(ii) the Bank's successors-in-title and assigns.

**22 STAMPING**

It is hereby agreed and declared that this Guarantee and Indemnity, and the other security documents are instruments in one transaction to secure the Facility. For the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is deemed to be the primary or principal instrument whilst this Guarantee and Indemnity and the other security documents are deemed to be auxiliary or secondary instruments.

*[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

**SCHEDULE**

(which is to be taken, read and construed as an essential part of this Guarantee and Indemnity)

<b>Section</b>	<b>Item</b>	<b>Particulars</b>
1.	Date and year of this Guarantee and Indemnity	
2.	Name, description and address of the Guarantor	
3.	Address of the Branch	
4.	Description of the Facility and the maximum amount granted	
5.	Name, description and address of the Borrower	
6.	Date and year of the Facility Agreement and/or the Letter Of Offer	
7.	Denominated Currency	[•] (the "Denominated Currency")



IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year, first above written.

Signed by the Guarantor )  
in the presence of: )  
)  
)

.....

Signed by the Guarantor )  
in the presence of: )  
)  
)

.....

The common-seal of )  
was hereto affixed )  
in the presence of: )  
)

.....  
DIRECTOR  
Name:  
NRIC No.

.....  
DIRECTOR/SECRETARY  
Name:  
NRIC No.

Signed for and on behalf of )  
CIMB BANK BERHAD )  
in the presence of: )  
)

.....