

Dated the            day of            20

Between



**CIMB ISLAMIC BANK BERHAD** (200401032872 (671380-H))

And

**[NAME OF PARTY]**

**GUARANTEE AND INDEMNITY BY INDIVIDUALS**

**THIS GUARANTEE AND INDEMNITY** is made the day and year stated in Item 1 of the Schedule hereto

BETWEEN:

- (1) the parties described in Item 2 of the Schedule below (each, a “**Guarantor**”), and reference to a “**Guarantor**” means reference to any one of the Guarantors of the one part;

AND

- (2) CIMB ISLAMIC BANK BERHAD (200401032872 (671380-H)) having its registered office at Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and a place of business at the address specified in Item 3 of the Schedule (the “**Bank**”) of the other part.

**WHEREAS**

- (A) At the request of the Guarantor, the Bank has agreed to make available a financing facility in the total amount specified in Item 4 of the Schedule (the “**the Facility**”) to the party stated in Item 5 of the Schedule (each, a “**Customer**”) upon the terms and/or conditions contained in the Murabahah facility agreement (“**Murabahah Facility Agreement**”) and/or letter of offer (“**Letter Of Offer**”) dated the day and year stated in Item 6 of the Schedule.
- (B) As security for the due performance by the Customers of the terms and conditions of the Facility under the Murabahah Facility Agreement and/or Letter Of Offer, the Guarantors have agreed to jointly and severally give this Guarantee and Indemnity to the Bank.

**It is agreed:**

## **1 DEFINITIONS AND INTERPRETATIONS**

### **1.1 Definitions**

- (a) The words and expressions used in this Guarantee and Indemnity will, unless expressly provided for or the context otherwise requires, have the same meanings as in the Murabahah Facility Agreement and the following expressions will have the following meanings:

**Customer** the persons stated in Item 5 of the Schedule below and includes his/her/their estate, heirs, personal representatives and/or successors in title and permitted assigns as the case may be;

**Event of Default** any of the events as set out in Clause 11 of the Murabahah Facility Agreement;

<b>Indebtedness</b>	<p>the aggregate of payments due and payable by the Customers to the Bank pursuant to the Transaction Documents and any of the following:</p> <ul style="list-style-type: none"> <li>(i) all payments due and payable by the Customers to the Bank upon the occurrence of any Event of Default; or</li> <li>(ii) all payments due and payable by the Customers to the Bank upon early settlement of the Facility or expiry of the Tenure, as the case may be,</li> </ul> <p>and all or any monies, obligations and liabilities whether for principal, profit, commission, expenses, ta'widh (compensation) or otherwise which may now or at any time in the future be due, owing or incurred by the Customers and/or the other Security Parties to the Bank;</p>
<b>Security Documents</b>	<p>the security documents created in favour of the Bank as security for the Facility as set out and required in the Letter Of Offer;</p>
<b>Transaction Documents</b>	<p>collectively, the following documents:</p> <ul style="list-style-type: none"> <li>(a) documents evidencing the Trade Transaction (as defined in Clause 1.1 of the Murabahah Facility Agreement);</li> <li>(b) the Security Documents; and</li> <li>(c) other documents designated as such by the Bank.</li> </ul>
<b>Security Party</b>	<p>the Customer, the Guarantor and any other party from time to time required by the Bank to (i) provide security to the Bank for the Customer's obligations under the Facility and (ii) execute the Security Documents.</p>

## **1.2 Interpretations**

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

- (a) words applicable to natural persons include any body, person, companies, corporations, firm or partnership, corporate, states, administrative and/or governmental entities and vice versa;
- (b) references to the masculine gender include the feminine and neuter genders, and vice versa;
- (c) references to the singular number include the plural number and vice versa;

- (d) any and all references to provisions of any legislation or to any legislation include such provisions or legislation as modified or re-enacted;
- (e) references to Clauses and Schedule unless otherwise stated are to be construed as references to Clauses and Schedule of this Guarantee and Indemnity;
- (f) the headings of any Clauses are inserted for ease of reference only and must not be taken, read and construed as essential parts of this Guarantee and Indemnity;
- (g) where any agreements, covenants, terms, conditions, and/or undertakings 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 binding on all such persons or parties jointly and severally;
- (h) where two or more persons or parties are included or comprised in any agreements, covenants, terms, and/or undertakings, such agreements, covenants, terms, and/or undertakings will be enforceable by them jointly and severally;
- (i) references to a document include (i) such document as from time to time varied and (ii) any document from time to time issued or executed supplemental, in addition or in substitution to or for it;
- (j) the words “monies”, “Ringgit Malaysia” and the symbol “RM” will be construed to mean the lawful currency for the time being of Malaysia; and
- (k) the Schedule to this Guarantee and Indemnity forms an integral part of this Guarantee and Indemnity and must be read and construed accordingly.

**NOW THIS GUARANTEE AND INDEMNITY** witness as follows:

**IN CONSIDERATION** of the Bank having made or making available the Facility or any other financing or banking facilities, at the Guarantor’s request pursuant to the Murabahah Facility Agreement and/or Letter Of Offer, the Guarantors agree as follows.

## **2 PAYMENT ON DEMAND**

### **2.1 The Guarantors as principal debtors**

The Guarantors unconditionally and irrevocably guarantee as principal debtors, and not merely as sureties, to pay and satisfy the Bank on demand:

- (a) the Indebtedness;
- (b) the fees, charges, damages and expenses under the Indebtedness. This includes but is not limited to:
  - (i) profit, commission, late payment charges, ta’widh (compensation) and/or any other bank charges which the Bank may in the ordinary course of its business charge to the Customers at the rate set out in the Murabahah Facility Agreement and/or Letter Of Offer;

- (ii) all costs, charges, disbursements and/or legal fees on a full indemnity basis which the Bank may incur from enforcing or seeking to recover payment of all or any part of the sums owing to the Bank by the Customers in respect of the Facility and to make good any default in payment of the Facility by the Customers or the Customers' successors-in-title; and
  - (iii) all other charges and disbursements in the preparation, stamping or creation of this Guarantee and Indemnity, and in the enforcement of the same against the Guarantors;
- (c) all other monies obtained from, facilities extended by, or liabilities incurred by, the Bank to the Customers notwithstanding:
- (i) that the financing or incurring of such liabilities may be invalid or in excess of the powers of (A) the Customers or (B) any directors, attorney, agent or other person purporting to obtain financing or act on behalf of the Customers; and
  - (ii) any other irregularity in such financing or incurring of such liabilities.

The Guarantors' liability will not be limited to the principal sum stipulated in the Murabahah Facility Agreement and/or Letter Of Offer but will include all additional and/or further facilities granted to the Customers.

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

The Guarantors 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 Customers 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 Customers 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 Customers 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) grant or refuse to grant further banking and/or other credit facilities, advances, or financings to the Customer, whether with or without notice to the Guarantor;
  - (ii) grant to the Customer, the Guarantor or any other person any time or indulgence;
  - (iii) renew any bills, notes, or other negotiable instruments;
  - (iv) 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 Customer or any other person or persons; and/or
  - (v) compound with the Customer, 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

(i) (A) any admission or acknowledgement in writing by the Customers or by any other person authorised by the Customers, of the amount owing by the Customers to the Bank and/or (B) any judgment recovered by the Bank against the Customers in respect of the amount owing by the Customers to the Bank will be binding and conclusive on and against the Guarantors; and

(ii) that a written statement from the Bank as to the amount due and owing by the Customers will be accepted by the Guarantors as conclusive evidence that the amount appearing on such written statement is due from the Customers to the Bank and payable on demand to the Bank by the Guarantors;

(f) Adjustments

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

(g) Counter Security

that the Guarantors will not, unless with the Bank's prior consent in writing, take (whether directly or indirectly), any counter-security whether involving a charge on property of the Customer or otherwise by which the Guarantors may, on the Customers' bankruptcy or insolvency and to the prejudice of the Bank, increase the Guarantors' proof in such insolvency or diminish the property distributable among the creditors of the Customers. Any such counter-security taken by the Guarantors with the Bank's consent will be a security to the Bank for the fulfilment of the Guarantors' 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 the Guarantor, and without first having to:

(i) have recourse to any other security or guarantee for payment of the Indebtedness; or

(ii) take any steps or proceedings against the Customer,

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

(i) Subordination of Debts

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

(j) Release/Compromise with Customers

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

(k) Change in the Guarantors

the Guarantors' liabilities and/or obligations under this Guarantee and Indemnity will continue to be valid and binding despite any change which may be made in respect of the Guarantors or by the Guarantors' bankruptcy (voluntary or otherwise). The Guarantors expressly agree that no change of any sort affecting the Guarantors will affect the security, liabilities and/or obligations created under this Guarantee and Indemnity in relation to any transaction whether past, present or future.

(l) Non-resident Guarantors

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 item 7 of the Schedule 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 item 7 of the Schedule below, 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.

**4 INDEMNITY**



The Guarantors further guarantee, agree, confirm, undertake and covenant with the Bank to, without prejudice to any of the Guarantor's obligations to the Bank, to indemnify the Bank and keep indemnified the Bank against all losses, actions, proceedings, claims, demands, costs, damages 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 Guarantors and/or the Customers of any terms, conditions, covenants and/or stipulations contained in the Transaction Documents, Murabahah Facility Agreement or his Guarantee and Indemnity.

## 5 NOTICE OF DEMAND

### 5.1 Service 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 to the Bank (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 will be sent to the Guarantor 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 notice; or
  - (iv) if sent by any forms of instantaneous communication (including but not limited to e-mail, short message service (sms) and voice recording)), 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 Customer as the Guarantor's agent for the service of any demand, notice, writ, summons, judgment or other legal process, and authorises the Customer to accept service of such demand, notice, writ, summons, judgment or other legal process 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 Customer. Any failure of the Customer to give such 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 Guarantors represent and warrant 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 obligations of the Guarantors under this Guarantee and Indemnity constitute the legal, valid and binding obligations of the Guarantors and are enforceable against the Guarantors in accordance with the terms of this Guarantee and Indemnity;
- (c) the obligations of the Guarantors under this Guarantee and Indemnity are direct, unconditional, unsubordinated, irrevocable and general obligations of the Guarantor will rank *pari passu* (i.e. on equal footing) with all the Guarantors' 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 Guarantors are 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 Guarantors or any of their assets or revenues, which could materially and adversely affect the Guarantors':
  - (i) assets, liabilities, or condition (financial or otherwise); or
  - (ii) ability to perform their 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 Guarantors' creditors to declare any of the Guarantors' 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, 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 Guarantors agree 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 Guarantors of all (i) Indebtedness and (ii) also monies which are now or in future due and owing by the Guarantors (whether solely or jointly with any other persons, firms or companies, and whether as principal or surety) or for which the Guarantors may be liable to the Bank in any manner. Such obligations will not be subject to the Bank giving any prior notice or demand to the Guarantors with regards to any default of the Customers.

## **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 Customers 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 part of the Guarantor 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 Customers 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 Customers and the Bank and/or the Guarantor and the Bank in relation to the financing.

## **11 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.

## **12 BANK'S RIGHT TO ASSIGN OR TRANSFER**

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.

## **13 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 Customer 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 takaful provider on the Bank's panel or a takaful provider acceptable by the Bank with whom the Bank may choose to take up takaful 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 Customer 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.

## **14 PRIVACY CLAUSE**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 portfolios; and/or (c) 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.
- 14.5 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 Customer and/or Guarantor to comply with contractual requirements or to comply with any legal requirements.
- 14.6 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.
- 14.7 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.
- 14.8 This clause is without prejudice to any other clause in this Guarantee and Indemnity which provides for the disclosure of information.

**15 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).

**16 SEVERABILITY**

Any provision stipulated in this Guarantee and Indemnity that is or becomes illegal, void, voidable, invalid or unenforceable in any respect under any law of any jurisdiction, will not affect the legality, validity and enforceability of the remaining provisions, or such provision in any other jurisdictions.

**17 TIME**

Time wherever mentioned will be of the essence of this Guarantee and Indemnity.

**18 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.

**19 LAW AND JURISDICTION**

This Guarantee and Indemnity is governed and construed in accordance with the Laws of Malaysia. The parties to this Guarantee and Indemnity agree to submit to the jurisdiction of the Courts of Malaysia in all matters connected with or arising under this Guarantee and Indemnity.

**20 SUCCESSORS BOUND**

This Guarantee and Indemnity will be binding upon (i) the heirs, personal representatives and/or successors in title of the Guarantors and Customers, and (ii) the respective successors in title and assigns of the Bank.

**21 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. The Guarantor agrees, 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.

**22 STAMPING**

It is expressly agreed that this Guarantee and Indemnity and the other Transaction Documents are instruments in one transaction to secure the repayment of the Facility and the Indebtedness, and for the purpose of Section



4(3) of the Stamp Act 1949, the Murabahah Facility Agreement is the principal instrument and this Guarantee and Indemnity is the secondary instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**Execution**

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

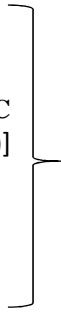
Signed by  
  
(NRIC No. •)  
in the presence of:

Signed by  
  
(NRIC No. •)  
in the presence of:

.....  
Witness  
Name:  
NRIC No:

.....  
Witness  
Name:  
NRIC No:

Signed by  
  
As Attorney for and on behalf of **CIMB ISLAMIC  
BANK BERHAD (200401032872 (671380-H))**  
in the presence of:



.....  
Witness  
Name:  
NRIC No:

.....  
Signatory  
Name:  
Designation:  
NRIC No:

## THE SCHEDULE

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

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