

**Mandatory fields*

*Type of Application (select one) New Renewal - BG number: _____

1. APPLICANT DETAILS **2. BENEFICIARY DETAILS**

a) *Registered Name

b) i) *Registration No. **ii) *New SSM Registration No.**

c) *Registered Address

d) *Business Address
(DO NOT use P.O. Box)

e) *Mailing Address
(if differs from Business Address)

f) *Telephone No.

g) *Contact Person

h) Applicable for NEW application only (please ignore for Renewal)

i) Annual Sales Turnover / Income (RM) **ii) No. of Employee**

iii) Constitution
 Sole Proprietor Partnership Sdn Bhd

iv) Nature of Business

a) *Beneficiary's Full Name
 Commissioner of
 Jabatan Bekalan Air
 Jabatan Imigresen Malaysia
 Jabatan Kastam Dan Eksais Diraja Malaysia
 Telekom Malaysia Berhad
 Tenaga Nasional Berhad
 Sabah Electricity Sdn Bhd
 Sarawak Energy Berhad
 Others (please specify) :

b) *Beneficiary's Address

c) Beneficiary's Contact No.

3. BANK GUARANTEE DETAILS

a) *Amount & Validity

i) Amount (RM) **ii) Effective Date (dd/mm/yyyy)** **iii) Expiry Date (dd/mm/yyyy)** **iv) Claim Period (days)**

b) *Purpose of BG (please tick ONE only)
 Custom Bond Performance Bond Security Deposit Bond Tender Bond Payment

c) *Format of BG
 Use Bank Standard Format Use attached format (subject to Bank's approval)

d) *Mode of delivery

Courier to Applicant's mailing address above **Courier to Beneficiary's mailing address above**

Attention : Contact No. :

Self-collect at

Branch :

Collector's Name : Collector's NRIC :

4. BANK CHARGES & SECURITY TYPE**a) *Instruction on Bank Charges :**Account Number :

Please debit my/our OCBC Bank (Malaysia) Berhad (OCBC)/OCBC Al-Amin Bank Berhad (OCBC Al-Amin) Account number above for charges, taxes, duties, fees and any payments (collectively, "Charges") pertaining to this application. It is my/our sole responsibility to ensure that the Account shall have sufficient cleared and unencumbered funds for debiting of the Charges. OCBC and OCBC Al-Amin shall have no liability whatsoever to me/us or any person, and I/we jointly and severally agree to indemnify OCBC and OCBC Al-Amin against all demands, claims, liabilities, losses, costs and expenses whatsoever (directly or indirectly) in connection with the debiting of the Charges including for any cheque-return. We undertake to pay such sums to OCBC and OCBC Al-Amin immediately on demand. I/We agree that OCBC and OCBC Al-Amin will need to share information relating to my/our facilities and accounts to effect the debiting and payment of the Charges.

b) Security Type (For NEW application only - Not Applicable for Renewal)

Upon the issuance of BG, please earmark/ charge my/our following account for the amount which I/we may be liable under the BG:

Fixed Deposit/Current Account No.: to be Earmarked / Charged # for this facility.Depositor(s)^ Name :

If the security is to be charged to the Bank, please attach the completed "Specimen with Charge" (p.k.a. Form 34) together with this application form.

^ If the Depositor(s) or his/her spouse is a citizen of China, Myanmar, Indonesia, Thailand, Italy, Netherlands, Germany or Vietnam, please obtain spousal consent from the Depositor(s)' spouse in the Bank's format.

5. DECLARATION - BENEFICIAL OWNER(S)

I/We certify and confirm that the following individual(s) ultimately own(s) or has/have effective control over the Entity ("Beneficial Owners"). I/we acknowledge and confirm that the Bank shall be entitled to rely on my/our declaration below on the identity(ies) of and information.

Details of Beneficial Owner

No.	Name	Address	IC/Passport No. & Country of Issue (please furnish certified true copy of IC / Passport)	Date of Birth	Nationality
1			New NRIC: Old NRIC:		
2			New NRIC: Old NRIC:		
3			New NRIC: Old NRIC:		

For the purposes of determining the beneficial owner of a corporate entity:-

(a) the "substantial shareholder" is the natural person who ultimately and effectively owns or controls a legal entity through direct or indirect ownership or control of 25% or more of the shares or voting rights in that legal entity including through bearer shareholding; or

(b) the natural person(s) who otherwise exercises control over the management of a legal entity.

6. DECLARATION - Please tick where applicable**a) *For Existing Customer**

- I/We am/are an existing OCBC BANK (M) BERHAD ("OCBC" or "Bank") customer and there is no change to my/our M&A/Constitution and Form 24/Return of
- I/We am/are an existing OCBC BANK (M) BERHAD ("OCBC" or "Bank") customer and there have been changes to my/our M&A/Constitution and Form 24/Return of Allotment of Shares and Form 49/Changes of Directors, Manager and Secretary (for company only), Form B (for sole-proprietorship / partnership only), partnership (for limited liability partnership), AND to the individual(s) who ultimately own(s) or has/have effective control over the Entity ("Beneficial Owners"), the updated copy(ies) of document(s) is/are hereby enclosed.

b) *Information on the customer

- As an OCBC Bank (M) Bhd customer, I/we **allow** my/our name/s and contact details (excluding my/our account information) to be disclosed within the OCBC Group to cross sell OCBC Group products/services and third party products/services distributed by OCBC Group.
- As an OCBC Bank (M) Bhd customer, I/we **do not allow** my/our name/s and contact details to be disclosed within the OCBC Group to cross sell OCBC Group products/services and third party products/services not distributed by OCBC Group.

7. AUTHORISED SIGNATORIES OF APPLICANT(S) AND DEPOSITOR(S)

I/We hereby agree to abide and be bound by the terms and declaration in this Application Form, the Terms & Conditions Governing the Cash-Backed Bank Guarantee Facility and the Accounts and Services-Main Terms and Conditions (copy of which is available upon request).

Applicant(s) signature

Applicant(s) signature

Name :

Name :

NRIC :

NRIC :

Date :

Date :

Witness signature

Witness signature

Name :

Name :

NRIC :

NRIC :

Date :

Date :

Depositor(s) signature - Only Applicable if Fixed Deposit Account Depositor(s) is/are different from Applicant(s)

Name :

NRIC :

Date :

Witness signature

Name :

NRIC :

Date :

FOR OFFICE USE ONLY

AA No.:

Fixed Deposit (FD) Receipt No.:

Existing Contingent Liabilities (ECL) :

Exposure to Customer Group	Secured	Unsecured	Total
Customer			
Others			
Total			

Recommended By	Concurred By	Approved By

Name

Name :

Name :

Designation :

Designation :

Date:

Date:

Date:

TERMS AND CONDITIONS GOVERNING THE CASH-BACKED BANK GUARANTEE FACILITY

1. The Cash-Backed Bank Guarantee Facility ("CBG Facility") will only be made available by the Bank to the Applicant(s) subject to execution by the Applicant(s) and/or the Depositor(s) (collectively, "the Account-Holder") to earmark and/or charge ("Charge"), as required by the Bank, over the Account-Holder's credit balance in his account ("Account" and the term "Account" in the case of structured investments, shall refer to the investment amount, contract number(s) or any other reference number identifying the investment) with the Bank. All such sums in the Account shall collectively referred to as "Credit Balance" which expression shall include any other sum or sums or investments in whatever currency which are from time to time deposited, invested, placed or to be placed by the Account-Holder with the Bank in the Account or in any other accounts(s) and shall include proceeds from matured or early terminated investments, reinvested into investments or deposited into fixed deposits or savings accounts or other types of account by way of addition, renewal, replacement or reinvestment, together with all interest, returns, yield or whatsoever gains accruing from time to time in respect of such sums.

If the Account-Holder or his/her spouse is a citizen of China, Myanmar, Indonesia, Thailand, Italy, Netherlands, Germany or Vietnam, the Applicant and the Account-Holder shall procure a letter of consent from the spouse of the Account-Holder consenting to the Account-Holder's agreement to the earmarking or charging of Credit Balance in the Account for the BG Liability (as defined below) and the carrying out of the obligations set out herein and in any relevant document(s), in the form and substance prescribed by the Bank.

2. The Credit Balance under the Account will be earmarked for the Bank's liability or contingent liability under the Bank Guarantee (references to "Bank Guarantee" herein shall include all renewal bank guarantees issued hereunder) and any other outstanding charges, commission, stamp duties, fees and compensation ("BG Liability") and the Account-Holder hereby irrevocably authorise(s) the Bank to earmark and place a hold over the Account for the BG Liability. In the event the beneficiary(ies) claim on the Bank Guarantee, the Bank is irrevocably authorised to set off the beneficiary(ies)' claim against the Account.

3. Where the Bank requires a Charge, the Account-Holder irrevocably agree(s) to charge the Credit Balance to the Bank by way of first fixed charge:-

(i) as security for the BG Liability and for the performance of the Account-Holder's obligations pursuant to these terms and conditions in respect of any such Bank Guarantee issued hereunder; and

(ii) as continuing security for any outstanding sums owing by the Account-Holder to the Bank on the CBG Facility or any other accounts held with the Bank notwithstanding any intermediate payment or settlement of account for payment of any sums owing and without prejudice to any other securities which may now or hereafter be obtained.

4. Subject to the provisions contained herein and in the Application Form, the Account-Holder may request the issuance of Bank Guarantee to any other party acceptable to the Bank as beneficiary by delivering to the Bank this Application Form, duly completed and signed, and such issue request shall, as against the Account-Holder, be irrevocable once delivered to the Bank. Each issue request shall be accompanied by such contracts or other documents relevant to the issue request as the Bank may at its discretion request from time to time.

4a. When the effective date of the Bank Guarantee needs to be back-dated, the Account-Holder hereby confirms that there are no liabilities outstanding during the back-dated period. If a demand is made for the back-dated period, the Account-Holder irrevocably authorises the Bank to debit the Account towards payment (and related payments) of the demand. If the Account for whatever reason has insufficient funds, the Account-Holder shall promptly pay to the Bank any shortfall.

5. The Account must be in the name of the Account-Holder before the issuance of the Bank Guarantee. The Account-Holder hereby represent(s) and warrant(s) that the Account-Holder is/are the sole and beneficial owner(s) of the Account and it is free from any mortgage, security arrangement or security interest of any kind. The Account-Holder will not :

(i) withdraw, assign transfer or create a trust in respect of the Account or otherwise enter into any arrangement with any person whereby the whole or any part of the Account or any right or entitlement thereof will be affected in any manner.

(ii) create, attempt to create or permit to subsist any mortgage, security arrangement or security interest over the Account or any part of it. The benefits or profit or other payment howsoever derived from or accruing in respect of the Account shall not be withdrawn and shall be added and form part of the principal sum of the Account.

6. The Account-Holder irrevocably authorise(s) the Bank, where applicable, to renew and to continue renewing from time to time and retain the Account or any part thereof on its respective maturity for a period corresponding to such fixed period or for such periods and at such rates of interest as the Bank may determine at its discretion for as long as the CBG Facility is available to the Account-Holder and until full and final settlement of all sums owing including interest and default interest at such rate and at such rest periods as may be from time to time imposed or stipulated whether in respect of any such Bank Guarantee issued hereunder.

7. The Account-Holder hereby irrevocably authorise(s) the Bank to debit the Account to the extent of the Credit Balance and apply the said amount towards settlement of the BG Liability as and when the BG Liability falls due or is required to be settled by the Bank. The Bank is further entitled and may at any time set-off the Account for the Account-Holder's other liabilities set out in these terms & conditions in addition to any other right of set-off, other general lien or similar right to which the Bank may be entitled in law and/or equity.

8. The Account-Holder hereby irrevocably agree(s) and acknowledge(s) that, subject to clause 3 above, the hold or Charge over the Account shall only be removed or discharged upon the fulfillment of any of the following:-

(i) if for early termination, the Bank is formally released (in such manner and in such form and substance as may be acceptable to the Bank) from all its liabilities and obligations under such Bank Guarantee; or
(ii) 30 days after the expiry date or claims period of the Bank Guarantee.

9. The Account-Holder shall indemnify the Bank and hold the Bank harmless from any losses, damages and expenses whatsoever, legal or otherwise (including but not limited to all legal costs incurred by the Bank on a solicitor and own client basis) which the Bank may sustain, suffer or incur as a consequence of any default in the payment of any sums in respect of any such Bank Guarantee issued hereunder, the Credit Balance or the BG Liability or any portion thereof or on account of the non-observance or non-satisfaction of all or any of the obligations or liabilities of the Account-Holder to the Bank. The Bank's certification of the amount of its losses, damages and expenses hereunder shall be conclusive and binding on the Account-Holder save for any manifest error.

10. The Account-Holder shall pay to the Bank a commission for each Bank Guarantee issued by the Bank upon issuance of such Bank Guarantee or within such other period as the Bank may, at the Applicant(s)'s request and at the Bank's discretion agree.

11. Any Bank Guarantee to be issued by the Bank at the Applicant(s)'s request shall be in such form and substance and shall contain such terms and tenor as the Bank may agree at its discretion. The Bank reserves the right not to issue any Bank Guarantee where the form and substance is not acceptable to it.

12. The Bank shall as soon as practicable endeavor to notify the Applicant(s) of any notice or demand for payment served on it by the beneficiary(ies) under any Bank Guarantee hereunder PROVIDED ALWAYS any failure or delay on the part of the Bank to give such notice to the Applicant(s) shall not exempt the Account-Holder from the obligation to indemnify and reimburse the Bank or to pay interest.

13. The Account-Holder agrees that the Account-Holder shall remain liable to the Bank on any Bank Guarantee issued hereunder until the Bank is released from liability by the beneficiary(ies) of such Bank Guarantee or, in the event of any Bank Guarantee issued hereunder being enforced, until the Account-Holder has paid in full all amounts due hereunder, whichever is the later.

14. The Account-Holder acknowledges and agrees that the Bank's obligation under any Bank Guarantee issued hereunder is absolute and unconditional and requires payment to the beneficiary(ies) of such Bank Guarantee upon first written demand notwithstanding any objection on the part of the Account-Holder. The Bank shall at all times be entitled to make any payment under the Bank Guarantee upon demand by the beneficiary(ies) without investigation or enquiry and need not concern itself with the propriety of any claim made under or in the manner required under the Bank Guarantee. The Account-Holder hereby acknowledges and confirms that the Account-Holder shall not be entitled whether at law or in equity to stop or to demand the Bank to withhold any payment which is to be made by the Bank under the Bank Guarantee issued hereunder. Accordingly, the Bank shall be entitled to be reimbursed and indemnified by the Account-Holder and it shall not be a defense to any demand made by the Bank on the Account-Holder that the Account-Holder or the Bank was or might have been justified in refusing payment in whole or in part of the amounts so claimed by the beneficiary(ies).

15. Provided that there are no breaches of any of the terms contained herein and no event of default having occurred, at the request of the Applicant(s), the Bank Guarantee shall be renewed and its expiry date extended at the Bank's discretion if such renewal request is communicated and delivered to the Bank not later than three (3) Business Days prior to the expiry of such Bank Guarantee. The renewal and extension of such Bank Guarantee shall be for such further duration and upon such terms and conditions as the Bank may determine at its discretion including the payment of commission for such renewal at the rate stipulated by the Bank.

16. Without prejudice to the Bank's right to demand immediate payment of all outstanding sums (whether actual or contingent) drawn under the CBG Facility, all outstanding sums (whether actual or contingent) shall be immediately due and payable to the Bank and the Bank shall be entitled to debit the Account for the BG Liability when:

(i) there is any breach of any of the terms and conditions of the CBG Facility;

(ii) there is any action taken or any event has occurred which may lead to the presentation of a petition of bankruptcy against any one of the Account-Holder or if any one of the Account-Holder shall die or serves custodial sentence or become insane or adjudged a bankrupt or if any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against any one of the Account-Holder;

(iii) any change in applicable law or regulation which makes it impossible or unlawful for the Bank or for the any one of the Account-Holder to continue with the CBG Facility or to provide the Account as security;

(iv) if any one of the Account-Holder commits an act of default on its other borrowings with the Bank or other financial institution which gives the holder of the obligation concerned the right to accelerate repayment or withdraw the advance;

(v) any judgment obtained against any one of the Account-Holder remain unsatisfied for a period of seven (7) days or if a distress attachment or other execution is levied or enforced or issued out on any one of the Account-Holder or against any one of the Account-Holder's property or the Account and is not discharged within fourteen (14) days; or

(vi) for any reason the Bank considers at its discretion that by reason of the action of any one of the Account-Holder or any event which has occurred and the ability of any one of the Account-Holder to pay the obligations of the Account-Holder under the BG Liability or pay the Bank for any sum owing thereon may be affected.

17. Any monies received by the Bank in respect of the CBG Facility may be kept to the credit of a non-interest bearing suspense account for such term as the Bank deems fit without any obligation in the meantime to apply the same or any part thereof towards settlement of any liabilities due by any one of the Account-Holder to the Bank.

18. No assurance, security or payments which may be avoided under any law relating to insolvency and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment shall prejudice or affect the Bank's rights to recover from any one of the Account-Holder the monies hereby earmarked or secured to the full extent hereunder or under any security document. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which the Bank may previously have received or may hereafter receive from any person in respect of the monies hereby earmarked or secured under any other security document is set aside under any applicable law or proves to have been for any reason invalid.

19. Commission is chargeable on the amount stipulated in the Bank Guarantee for the full liability period inclusive of the claims period (if any) at the rate of 0.1% per month (commission of 0.1% pm), subject to a minimum sum of RM100.00 (min commission of RM100.00) There shall be no refund of any commission upon early cancellation or release or premature return of any Bank Guarantee.

20. Nothing contained herein shall be deemed to impose on the Bank any obligation at law or in equity to make or to continue to make available the CBG Facility.

21. All payments to be made by any one of the Account-Holder to the Bank in respect of the CBG Facility shall be made in full without set-off or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.

22. The indemnity, undertaking and agreement herein of the Account-Holder and the Bank shall continue to be valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in constitution of any one of the Account-Holder or the Bank.

23. The Bank may assign all or any part of its rights, benefits or obligations hereunder and shall be entitled to disclose to a potential assignee or other person proposing to enter into any contractual arrangements with the Bank in relation thereof such information about any one of the Account-Holder relating to the terms of the CBG Facility as the Bank may determine at its discretion for the purposes of such contractual arrangements and a statement therein of the amount due to the Bank shall be conclusive and binding for all purposes against any one of the Account-Holder.
24. The Account-Holder shall have no right to assign or transfer its rights hereunder and shall remain fully liable for all of its undertakings, agreements, duties, liabilities and obligations and for the due and punctual observance and performance thereof.
25. The CBG Facility shall be subject to such terms and conditions as may be prescribed and varied from time to time by the Bank at its discretion and each of the Account-Holder hereby irrevocably and unconditionally agrees to accept, abide and bound by such terms and conditions.
- 26.1 Subject to the Account-Holder's express instruction (if any) restricting disclosure, the Account-Holder irrevocably consents to and authorises the Bank and its officers to disclose the Account-Holder's financial condition, details of its accounts, account relationship with the Bank, the terms of the CBG Facility and securities given to the Bank to the following classes of persons:-
- (i) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities;
 - (ii) companies which are related to the Bank by virtue of Section 7 of the of Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "OCBC Group") their assignees and successors-in-title;
 - (iii) regulatory bodies, government agencies, the police, law enforcement bodies and courts, both within and outside Malaysia;
 - (iv) other banks or financial institutions including Cagamas Berhad and Credit Guarantee Corporation (Malaysia) Berhad, mortgage insurers and any reinsurer (in or outside Malaysia);
 - (v) credit bureaus, credit reporting agencies, Central Credit Reference Information System, Dishonoured Cheques Information System, and corporations set up for the purposes of collecting and providing credit information;
 - (vi) the security parties and third parties who intend to settle the Account-Holder's indebtedness;
 - (vii) debt collection agents, lawyers, custodians and nominee companies;
 - (viii) the Account-Holder's authorised agents and successors in title;
 - (ix) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and
 - (x) such persons or bodies to whom the Bank is legally required to disclose.
- 26.2 The Account-Holder irrevocably consent to the Bank conducting and has obtained irrevocable consent from the Consenting Parties (as defined below) for the Bank to conduct credit checks on the Account-Holder, guarantors, parties providing securities ("security parties") (if any) and the Account-Holder's or the foregoing parties' directors, relevant officers, managers, officers and shareholders (if any of the foregoing parties are a company) and the other partners (if any of the foregoing parties are a partnership) collectively, "Consenting Parties") and the Bank verifying information given to the Bank with any parties (including, without limitation, any agencies or entities which collect and provide credit or other information).
- 26.3 The Account-Holder irrevocably grant consent to and has obtained irrevocable consent from the Consenting Parties for the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks on the Consenting Parties to disclose the Consenting Parties' credit report or credit information to the Bank for the purpose of subscribing or applying for the Bank's products and services and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation, to convey the Consenting Parties' consent to such disclosure and the purposes of such disclosure to the relevant credit reporting agency(ies).
- 26.4 The Account-Holder irrevocably grant consent to and has obtained irrevocable consent from the Consenting Parties for Bank Negara Malaysia to disclose the credit information of the Consenting Parties in relation to the CBG Facility to other financial institutions, credit reporting agency(ies) and other persons as stipulated under Section 47(2) of the Central Bank of Malaysia Act 2009 ("CBA") and for other financial institutions, credit reporting agency(ies) and such other persons as Bank Negara Malaysia thinks fit or deems necessary to access and use the credit information for purposes stipulated in Section 47(2) of CBA and for other purposes as Bank Negara Malaysia thinks fit, which may include but is not limited to, assessing the creditworthiness of existing and potential customers, providing credit reporting or credit assessment services, providing electronic Know-Your-Customer (e-KYC) solutions and providing financial advisory services. The Account-Holder is authorised by the directors and shareholders, the other partners (as the case may be) and security parties (if any) to give this consent on their behalf to enable the Bank to process this application for the CBG Facility and for such disclosures and purposes as stated above.
- 26.5 In addition to the consents of Consenting Parties' that the Account-Holder has confirmed in other clauses of these terms and conditions as having obtained, the Account-Holder had obtained consent from the Consenting Parties who are individuals (i) to disclose their personal data to the Bank; (ii) for the Bank's verification of their personal data with third party sources such as Bank Negara Malaysia, credit reporting agencies, Companies Commission or Insolvency Department and for the relevant CRAs to disclose their credit report/information to the Bank for the purpose of applying for the CBG Facility and other products and services and for its risk management and review; (iii) for the Bank to disclose their personal data to classes of third parties described in the Bank's Privacy Policy. The Account-Holder has informed the Consenting Parties to read the Bank's Privacy Policy posted on the Bank's website and available at the Bank's branches on request.
- 26.6 The Account-Holder, if an individual, confirms (i) that he had voluntarily provided his personal data to the Bank and consent to the Bank to process his personal data to evaluate the application; and (ii) had read the Bank's Privacy Policy posted at the Bank's website and that he had been notified of the following matters via the Privacy Policy:-
- (i) that the Bank may collect his personal data directly from him or from third party sources;
 - (ii) purpose for which his personal data is collected;
 - (iii) his right to access his personal data and correct his personal data;
 - (iv) the class of third parties to whom the Bank may disclose his personal data;
 - (v) the choices and means for limiting the processing of his personal data;
 - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
 - (vii) to update his personal data as soon as there are changes; and
 - (viii) the Bank's contact details if he wishes to make inquiries or give feedback.
- 26.7 If the application is successful, the Bank may process the Account-Holder's personal data as required for the bank-customer relationship. If the Account-Holder's application is unsuccessful, the Bank may in addition to retention of the Account-Holder's personal data for handling enquiries, audit or legal proceedings, may also retain and process the Account-Holder's personal data to introduce products or services sold or distributed by the Bank. The Account-Holder is fully aware that he may at any time instruct the Bank to stop sending him marketing materials.
27. The Account-Holder represents and warrants to the Bank that:-
- (i) its trade transactions, exports, transshipment or transit of goods (including technology) and related documents (such as letters of credit, bills, shipping/transport documents, bills of lading or other document of title to goods) financed, discounted, purchased, collected by and/or endorsed to/by the Bank does not infringe the Strategic Trade Act 2010, as amended or supplemented from time to time and the regulations/orders issued thereunder ("STA"); and
 - (ii) all necessary permits, licenses, registrations, and approvals required under the STA for the Applicant's trade transactions, exports, transshipment or transit of goods (including technology) and related documents have been or shall be obtained and are in full force and effect and shall on request by the Bank be produced to the Bank.
- The above representations and warranties shall be deemed to be repeated each time the facility(ies) granted by the Bank is utilized and will be true and correct and fully observed at all times by reference to the then existing circumstances.
28. The CBG Facility and terms and conditions herein shall be governed and construed in all respects in accordance with the laws of Malaysia. The Account-Holder agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia and Sabah & Sarawak. The Bank may commence proceedings in the courts of any other country if required.
29. The Account-Holder irrevocably authorise the Bank to disclose the information of the Consenting Parties or relating to the CBG Facility to any party, governmental or regulatory body or authority (such as regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States), or any other bureau or company providing credit checks whether or not established or approved by Bank Negara Malaysia, related companies of the Bank by virtue of Section 7 of the Companies Act 2016 or any associated companies of the Bank (all are collectively referred to as "OCBC Group"), party(ies) providing goods or services to any customers or member of the OCBC Group, agents and their respective successors-in-title at any time and without notice or liability to such extent and for such purposes as the Bank may at its discretion consider necessary or expedient.
30. The Account-Holder acknowledges that under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA), banks shall not allow their facilities and banking products to be used as channels for money laundering and terrorism financing. The Account-Holder assures the Bank to exercise due care to verify the true identity of the Account-Holder's clients and their sources of funds as required under AMLATFPUAA, and not to facilitate proceeds from unlawful activities to be channelled through the Account-Holder's CBG Facility with the Bank. The Account-Holder agrees to notify the Bank immediately, if, during the course of dealing with Account-Holder's clients, the Account-Holder suspects that their funds are from unlawful activities. The Account-Holder confirms that the application for the CBG Facility is not used as a channel for money laundering and terrorism financing and the Account-Holder's source of funds come from lawful sources and does not breach the AMLATFPUAA or similar legislation applying in the jurisdiction where the Account-Holder's source of funds are derived or any tax laws which the Account-Holder is subject to.
31. The Account-Holder agree to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Financial Services Act, 2013 and such other conditions set by the Bank including any alterations, amendments and additions made thereto by Bank Negara Malaysia and/or the Bank from time to time.
32. For the purposes of filling Statement of Particulars of Charge under the Companies Act 2016, the Effective Date of the creation of the Charge shall be (i) the date of the Bank's approval of the CBG Facility, or (ii) the placement date of the deposits in the Account, or (iii) the date of debenture holder's consent is obtained (including when the consent is deemed given), whichever is later. Where other facilities (including new, additional or renewal of the CBG Facility) are hereafter granted to the Applicant(s) secured by the Credit Balance, the Charge herein shall continue as security for these other facilities.
33. The Account-Holder shall bear and pay to the Bank on demand a sum equivalent to any goods, sales and services tax, consumption tax, value added tax or any tax of similar nature that needs to be paid on or for any sums payable to the Bank.
34. The Customer will supply to the Bank such forms, documentation, and other information relating to its status pursuant to sections 1471 through 1474 of US Internal Revenue Code of 1986 as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to those sections of the Code, any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code ("Applicable Laws and Regulations") as the Bank may reasonably request from time to time to ensure its compliance with the Applicable Laws and Regulations.