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| **APPLICATION FOR EXPRESS BANK GUARANTEE (“EXPRESS BG”)** | | | | | |
| To: **Affin Bank Berhad [197501003274 (25046-T)] (“Bank”)** Date: Click to enter a date.  Dear Sir(s),  I/We hereby apply for  New Issuance  Renewal/Amendment (Ref. No): | | | | | |
| **DETAILS OF APPLICANT** | | | | | |
| Name: | | | | | |
| Address: | | | | | |
| ID No. / Business Registration No.: | | | | | |
| Contact Person : | | | | | |
| Phone No. & Email : | | | | | |
| **DETAILS OF BENEFICIARY** | | | | | |
| Name: | | | | | |
| ID No. / Business Registration No: | | | | | |
| Address: | | | | | |
| **DETAILS OF APPLICATION** | | | | | |
| Currency and Amount:  *(In words)* | | | | | *(In figures)* |
| Validity Period: | From: | | | To: | |
| Purpose: | | | | | |
| Please tick whichever applicable:  Application against Cash Payment  **Consent/Authorisation by Applicant**  I/We irrevocably authorise the Bank to debit from my/our Account No.:       (“**Designated Account**”) or any other current/savings account that I/we maintain with the Bank the sum more particularly set out in Clause 7 of the Express BG Terms and Conditions in this Application (“**Terms and Conditions**”) , all fees, commission and other charges incurred in respect of this Application and any of the Applicant’s request for amendment(s) to the Express BG (“**Amendment**”) and all applicable taxes and levies as specified in the Terms and Conditions. | | | | | |
| Application against Deposits by 1st/3rd Party Individual  Fixed Deposit / Term Deposit Account No.:       (“**Designated COCD Account**”)  Account holder(s) Name and NRIC No: .  **Declaration by Applicant and Accountholder**  (a) The Applicant irrevocably authorises the Bank to debit from the Applicant’s Account No.:       (“**Designated Account**”) or any other deposit account(s) that the Applicant maintains with the Bank all sums payable in in respect of the Express BG facility, all fees, commission and other charges incurred in respect of this Application and any Amendment and all applicable taxes and levies as specified in the Terms and Conditions.  (b) The abovenamed account holder(s) (“**Accountholder**”) agrees to deposit and maintain the sum more particularly set out in Clause 11 of the Terms and Conditions in the Designated COCD Account and charge such deposits/credit balance in the Designated COCD Account (“**Deposits**”) to the Bank as security for the Express BG facility in this Application. | | | | | |
| Collection instructions:  Self-collect at       Branch  Courier directly to Beneficiary | | | Courier to Applicant address  Special Instruction: | | |
| Other Instruction (if any): | | | | | |
| **Acknowledgment:**   1. I/We confirm that I/we have read, understood, and agreed to be bound by the terms of this Application for Express BG (“**Application**”), including the Terms and Conditions. 2. I/We acknowledge that the terms affecting my/our obligations in relation to this Application have been adequately explained to me/us. 3. I/We further acknowledge and agree that I/we have been advised to seek independent legal advice and discuss further with the Bank’s representative if there are terms and conditions in this Application that I/we do not understand before signing this Application. | | | | | |
| **Execution by Applicant / Authorised Signatory(ies) of Applicant with Company Stamp** | | **Execution by Account holder (only applicable if the Account holder**  **is different from the Applicant)**  Name :  NRIC No: | | | |

**EBG/OTH/001/24**

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| **EXPRESS BG TERMS AND CONDITIONS** |
| The following terms and conditions shall govern the Express BG: -   1. The Bank may, at the Applicant’s request and at its discretion, agree to issue the Express BG (hereinafter called “**Bank Guarantee**” which reference shall include any renewals and extensions of or revisions and substitutions to the said Express BG). The Bank Guarantee will only be issued subject to payment by the Applicant of the Express BG Amount in accordance with Clause 7 below or compliance by the Accountholder with Clause 11 below, including the execution by the Accountholder of a charge over the Deposits and Letter of Set-Off in the form prescribed by or acceptable to the Bank (“collectively, **Charge Documents**”).      1. The Bank Guarantee must be:- 2. in such form and format approved by or acceptable to the Bank; and 3. issued to a specific beneficiary, guaranteeing a specific amount, for a specific tenure or validity period (with a specific expiry date and a last claim or demand date) and for a specific purpose.   The Bank reserves the right not to issue any Bank Guarantee where the form and substance is not acceptable to it.   1. The Bank Guarantee’s tenure or validity period shall be for a maximum of twelve (12) months or in accordance with that as specified in the underlying contract or letter of award/letter of acceptance or any other documents and expiry date as specified by the beneficiary/awarding party. 2. Backdating of the Bank Guarantee is not allowed, unless approved by the Bank. If the Applicant applies or requests for the Bank Guarantee to be backdated, the Applicant confirms and warrants as follows: - 3. the backdated effective date of the Bank Guarantee is not earlier than the date of the letter of award/letter of acceptance for the underlying contract; 4. the Applicant has not defaulted under the underlying contract during the backdated period; and 5. there are no liabilities outstanding and no claim/demand has been made by the beneficiary/awarding party during the backdated period. 6. The Applicant shall pay all commission, charges, stamp duty and other fees and expenses in connection with this Application, any Amendment and the Bank Guarantee. The commission and charges are set out in the Bank’s website at https://www.affinalways.com. Refund of commission is not allowed even if the Bank Guarantee is cancelled by the beneficiary of the Bank Guarantee, prematurely. 7. Clauses 7 to 10 below shall apply for Express BG issued against cash payment and Clauses 11 to 16 below shall apply for Express BG facility secured by Deposits. 8. In consideration of the Bank agreeing to issue the Bank Guarantee or to any of the Applicant’s request for Amendment, the Applicant shall pay to the Bank the amount equivalent to one hundred per centum (100%) of the Express BG Amount and for this purpose, the Applicant authorises the Bank to debit the Express BG Amount from the Designated Account specified in the Application and maintained with the Bank, subject to the following: - 9. if the amount standing to the credit in the Designated Account is less than the amount which is to be debited by the Bank for the purpose of the issuance of the Bank Guarantee or any Amendment (as the case may be), the Applicant shall immediately deposit into the Designated Account such amount as may be requested by the Bank to make up the shortfall prior to the issuance of the Bank Guarantee or Amendment (as the case may be); and 10. if the currency in which the Bank Guarantee is to be issued or is issued by the Bank pursuant to this Application is not the same as the currency upon which the Designated Account is maintained (“**DA Currency**”), the Bank shall be entitled and is authorised to convert the Express BG Amount to an equivalent amount in the currency which is the same as the DA Currency using the Bank’s prevailing spot rate of exchange and debit the converted amount (which has been converted into the DA Currency) from the Designated Account.   The Applicant agrees and acknowledges that the amount debited from the Designated Account pursuant to this Clause 7 shall be considered the property of the Bank from the date it is debited.   1. If all or any part of the amount paid by the Applicant to the Bank pursuant to Clause 7 above is set aside, avoided or reduced under any applicable law or for any reason or prove to have been for any reason unlawful or invalid, the Applicant shall upon demand by the Bank reimburse such amount to the Bank. 2. Upon the expiry of the Bank Guarantee and the claim period in the Bank Guarantee (if any), the Applicant shall be entitled to encash the Bank Guarantee. Provided always that the Bank is satisfied that there will be no further claims arising under or in connection with the Bank Guarantee (including but not limited to any postponement of the right to make a claim/demand   or receive payment arising from any injunction or prohibition granted by any court or other authority), the Bank shall effect the encashment of the Bank Guarantee by paying to the Applicant |
| an amount equivalent to the Express BG Amount less any payment due and owing by the Applicant to the Bank in accordance with these Terms and Conditions and any payment paid to the beneficiary (or if assigned, such assignee) under the Bank Guarantee (such amount to be paid by the Bank to the Applicant is referred to as the “**Encashment Amount**”) subject to the following conditions: -   1. the Encashment Amount shall at all times be in the DA Currency; and 2. if the Express BG Amount is in a currency which is different from the DA Currency, the Bank shall convert the Encashment Amount to the DA Currency using the Bank’s prevailing spot rate of exchange on the day the Bank makes the payment to the Applicant and pay the aforesaid converted amount to the Applicant.   The above payment by the Bank to the Applicant shall be without any interest and less such deductions made by the Bank as permitted under these Terms and Conditions.   1. The Applicant acknowledges and agrees that: - 2. the Bank reserves the right to require the original copy of (a) the Bank Guarantee to be submitted to the Bank for cancellation or (b) the letter issued by the beneficiary (or if assigned, such assignee) addressed to the Bank stating that the Bank’s obligations under the Bank Guarantee is unconditionally discharged and released to be provided to the Bank prior to payment of the Encashment Amount and the Bank is not required to pay the Encashment Amount to the Applicant notwithstanding the expiration of the Bank Guarantee if the Applicant fails to submit the documents required by the Bank as stated in this clause; 3. the payment by the Bank of the Encashment Amount shall not in any way be treated as a refund of the payment made by the Applicant to the Bank in accordance with Clause 7 above; and 4. the Bank shall not in be responsible or liable for making good any shortfall to the Applicant which may arise as a result of the currency fluctuations and the Applicant shall not be entitled to demand for such shortfall from the Bank if the amount paid by the Bank to the Applicant is eventually less than the amount debited from the Designated Account by the Bank in accordance with Clause 7 above pursuant to the currency fluctuations (being the difference in the exchange rate used by the Bank at the time the debit was made by the Bank in accordance with Clause 7 above and at the time the Bank makes the payment to the Applicant under Clause 9). 5. In consideration of the Bank agreeing to issue the Bank Guarantee or to any of the Applicant’s request for Amendment, the Accountholder irrevocably agrees to deposit and maintain in the Designated COCD Account specified in the Application: - 6. if the currency in which the Bank Guarantee is to be issued or is issued by the Bank pursuant to this Application is not in the same as the currency upon which the Designated COCD Account is maintained (“**COCD Account Currency**”), an amount in the COCD Account Currency equivalent to one hundred and ten per centum (110%) of the Express BG Amount calculated using the Bank’s prevailing spot rate of exchange; and 7. in all other cases, an amount equivalent to one hundred per centum (100%) of the Express BG Amount,   and charge the Deposits (as defined in the Application) to the Bank by way of first fixed charge: -   1. as security for the Bank’s liability or contingent liability under the Bank Guarantee and any other outstanding commission, fee, charges, stamp duty, taxes or levies due and payable to the Bank in respect of or in relation to Express BG facility, the Bank Guarantee or any Amendment (“**Express** **BG Liability**”); and 2. as continuing security for any outstanding sums owing by the Applicant and/or the Accountholder to the Bank on the Express BG 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 from time to time be obtained. 3. The Deposits will be earmarked for the Express BG Liability. The Bank is entitled, and the Accountholder irrevocably authorises the Bank: - 4. to earmark and place a hold over the Designated COCD Account for the Express BG Liability; 5. upon receipt of a demand/claim under the Bank Guarantee, to uplift the Deposits (regardless whether it has matured or not) and apply the same towards settlement of the Express BG Liability as and when the Express BG Liability falls due or is required to be settled by the Bank. The Bank is further entitled and may at any time utilise the Deposits to satisfy any of the Applicant or Accountholder’s other liabilities set out in these Terms and 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. 6. The Applicant and the Accountholder agree that they shall remain liable to the Bank for the Express BG Liability until the Bank is fully released from all liability to the beneficiary of such Bank Guarantee or in the event of a claim/demand on the Bank Guarantee, until the Applicant and the Accountholder have paid in full all amounts due under these Terms and Conditions (including satisfaction of the Express BG Liability). 7. 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 Designated COCD Account for the Express BG Liability if any one or more of the following events occur (each an “**Event of Default**”): - 8. the Applicant or the Accountholder fails to pay or defaults in the payment of any sum of money or moneys (i) when due (whether formally demanded or not) or (ii) if due on demand, when demanded by the Bank in accordance with this Application or the Charge Documents; 9. if any representation or warranty made to the Bank by the Applicant and/or the Accountholder is or will become incorrect or misleading in a material respect; 10. if there are changes in the financial condition of the Applicant and/or the Accountholder which could or might, in reasonable the opinion of the Bank prejudice the ability of the Applicant or the Accountholder to perform their obligations under this Application or the Charge Documents; 11. the Applicant or the Accountholder breaches any term of this Application and/or the Charge Documents or fails to comply with any notice given under this Application and/or the Charge Documents requiring the Applicant and/or the Accountholder to remedy any breach of such terms; 12. if the Bank shall be of the reasonable opinion that any of the security created pursuant to the Charge Documents is in jeopardy or the value of the security pursuant to be Charge Documents is insufficient for the purpose of the Express BG facility upon valuation or re-valuation; 13. it is or will become unlawful or illegal for the Applicant and/or the Accountholder to perform or comply with any one or more of the obligations of the Applicant and/or the Accountholder under this Application or the Charge Documents; 14. any authorisation, approval, consent, condition, order or licence required to be taken, fulfilled or done for the purpose of the Express BG facility is not taken, fulfilled or done or ceases to be in full force and effect; 15. the Applicant and/or the Accountholder commits a default of any provisions of any agreement, or security documents, or both (as the case may be) relating to other accounts or financing /loan facilities granted by other parties; 16. if legal proceedings, suit or action of any kind (whether criminal or civil) is instituted against the Applicant and/or the Accountholder and such legal proceedings will materially affect their payment capability; 17. a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against the Applicant or the Accountholder’s property or any part of it and such distress execution or other process (as the case may be) is not discharged by the Applicant or the Accountholder within seven (7) days from the date of each levy or issue; 18. any step or action is taken, or a petition is presented for the bankruptcy or insolvency of the Applicant or the Accountholder; 19. any step or petition or action is taken or a resolution is passed for the winding up, dissolution, liquidation or judicial management the Applicant and such step or petition or action is not discharged or stayed within twenty-one (21) days from the date of the taking of such step, petition or action; 20. the Applicant or the Accountholder shall make an assignment or enter into an arrangement for composition for the benefit of its creditors; 21. any judgment against the Applicant or the Accountholder is unsatisfied for a period of twenty-one (21) days or more unless an appeal against such judgment is pending or a stay of execution has been granted by the courts; 22. a liquidator or a receiver and/or manager or judicial manager shall be appointed in respect of the undertaking or property of the Applicant. In the case of the Applicant or the Accountholder being an individual, partnership or sole proprietorship, an official assignee or trustee is appointed over the its property, assets or undertaking; 23. the Applicant or the Accountholder enters into or proposes to enter into, or there is declared by any competent court or authority, a moratorium on the payment of indebtedness or other suspensions of payments generally; 24. the Applicant or the Accountholder who is a natural person or individual dies or becomes insane or is adjudged a bankrupt or commits an act of bankruptcy; 25. in the opinion of the Bank, the Applicant or the Accountholder’s account with the Bank is or has not been operated satisfactorily; 26. any of the Charge Documents cannot be perfected for any reason or ceases to have full force and effect, is terminated, disputed, in jeopardy or invalidated or is unenforceable; 27. there is default in the payment of any monies under the accounts of any other party for which the Applicant or the Accountholder is providing security or guarantee. 28. No assurance, security or payments which may be avoided under any law relating to insolvency, winding-up or liquidation of companies 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 the Applicant or the Accountholder the monies hereby earmarked or secured to the full extent under these Terms and Conditions or under the Charge Documents. 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 in the future receive from any person in respect of the monies hereby earmarked or secured under the Charge Documents is set aside under any applicable law or proves to have been for any reason invalid. 29. The Bank has the right to require any form of additional security and/or cash collateralisation of all or any part of the sums actually or contingently owing to it under the Express BG facility. The Applicant shall, when required by the Bank, and at its cost and expense, execute or cause and procure the Accountholder to execute, in favour of the Bank such legal or other mortgages, charges, assignments, transfers, deposits or agreements as additional security. 30. The Applicant and the Accountholder (if any) 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 this Application and any Amendment, the Express BG facility, the Bank Guarantee, the Deposits or the Express BG Liability or as a result of the non-observance or non-satisfaction of all or any of the obligations or liabilities of the Applicant and/or the Accountholder (if any) to the Bank. The Bank’s certification of the amount of its losses, damages and expenses shall be conclusive and binding on the Applicant and the Accountholder (if any), save for any manifest error. 31. The Applicant shall pay to the Bank and hereby authorise the Bank to debit from any of the Applicant’s accounts maintained with the Bank (including the Designated Account): - 32. all charges, costs, losses and expenses (including, without limitation, any shortfall due to foreign exchange fluctuations) incurred or suffered or may be incurred or suffered by the Bank in respect of or in relation to the Express BG facility, the Bank Guarantee issued/to be issued by the Bank or any Amendment made/to be made (as the case may be); 33. all monies due and/or payable to the Bank under Terms and Conditions; 34. any commission, fee, charges, and stamp duty, payable to the Bank in respect of or in relation to the Express BG facility, the Bank Guarantee or any Amendment, prior to issuance of the Bank Guarantee or effecting the Amendment (as the case may be); and 35. any taxes or levies which as the date of this Application or at any date subsequent to the date of this Application, is required by applicable law or regulations, guidelines, decisions or directives issued under applicable laws to be paid to any body or authority having jurisdiction over the Bank, in respect of any monies charged or incurred by the Bank in relation to this Application, the Express BG facility, the Bank Guarantee and/or any Amendment. Any taxes or levies incurred by the Bank in relation to this Application, Express BG facility, the Bank Guarantee and any Amendment shall be borne by and charged to the Applicant and in the event that the Bank shall effect payment, the Applicant shall be liable to reimburse the Bank for such amounts paid. 36. The Applicant and where applicable, the Accountholder acknowledges and agrees that the Bank's obligation under the Bank Guarantee is absolute and unconditional and requires payment to the beneficiary of such Bank Guarantee upon first written demand notwithstanding any objection by any of them. The Bank shall at all times be entitled to make any payment under the Bank Guarantee upon demand by the beneficiary without reference to or authorisation from the Applicant or the Accountholder, investigation or enquiry and need not concern itself with the propriety of any claim made or that the Bank was or might be justified in refusing payment, in whole or in part, of the amount so demanded. The Bank shall not in any circumstance be liable to the Applicant, the Accountholder or any other party in respect of any loss or damage suffered by the Applicant, the Accountholder or any other party in consequence of the Bank making payment under the Bank Guarantee unless it is directly caused by the Bank’s gross negligence, wilful default or fraud. 37. The Applicant and where applicable, the Accountholder further authorises the Bank to meet and/or comply with any claim or demand which appears or purports to be claimed and/or made under the Bank Guarantee without notice or reference to it or any other party and without any further inquiry into the justification for or of such claim and/or demand and/or into the validity, genuineness and/or accuracy of any document, statement and/or certificate received by the Bank relating to or supporting or purportedly relating to or supporting such claim and/or demand. 38. The Bank shall be entitled to make payment under the Bank Guarantee upon its receipt of the claim/demand by the beneficiary of the Bank Guarantee: - 39. even if the Bank Guarantee contains and/or may contain provisions that are vague and uncertain in respect of the Bank’s obligations to pay upon demand; 40. even if the Applicant, the Accountholder or any third party may or are disputing the Bank’s obligations to pay upon demand or on the subject matter, purpose or transaction for or upon which the Bank Guarantee was issued (whether the dispute involves the Bank, the beneficiary of the Bank Guarantee or any other party); 41. even if there is any variation or modification to the Bank Guarantee; 42. even if there is an insolvency, liquidation, winding-up and/or any change in the constitution, name and style of the beneficiary of the Bank Guarantee; 43. even if there is any invalidity, unenforceability, irregularity or frustration of or relating to the demand under the Bank Guarantee or the subject matter, purpose or transaction for or upon which the Bank Guarantee was issued; 44. even if there is lack of authority of any person appearing to act for the Applicant, the Accountholder and/or the beneficiary of the Bank Guarantee; 45. even if there is any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the beneficiary of the Bank Guarantee, the Applicant or the Accountholder; 46. even if the claim/demand is received for the backdated period or for liabilities outstanding during the backdated period (where the Bank Guarantee is backdated at the Applicant’s request); and 47. regardless whether such claim/demand is made in compliance with the terms of the Bank Guarantee.   The Applicant and where applicable, the Accountholder agrees that such demand shall be binding and be accepted as conclusive evidence that the Bank is liable to pay or comply with it.   1. The Applicant agrees to indemnify and hold the Bank and its directors, officers, employees, representatives, agents and correspondent banks harmless from and against any and all losses, liabilities, damages, costs and expenses (including taxes, legal fees/costs on a solicitor and client basis, and cost of investigation, litigation, arbitration, settlement, judgement, award, profit and compensation charges) incurred or suffered: - 2. as a result (directly or indirectly) from of the Bank’s processing or agreeing to process this Application and/or any Amendment request; 3. in connection with or as a consequence of the issuance of the Bank Guarantee pursuant to this Application and/or any Amendment; 4. as a consequence of the amount paid by the Applicant to the Bank pursuant to Clause 7 above or the Deposits charged to the Bank under Clause 11 being set aside, avoided or reduced under any applicable law or for any reason or prove to have been for any reason unlawful or invalid, unless directly caused by the Bank’s negligence, default or fraud. The Applicant shall bear its own costs (if any) incurred. 5. The Applicant and where applicable, the Accountholder represents and warrants to the Bank that: 6. if it is a company, it is duly incorporated and validly existing under the laws of Malaysia and our new 12-digit Suruhanjaya Syarikat Malaysia (SSM) registration number updated with the Bank (home branch) prior to this Application. 7. it has the full legal right, authority, power and capacity to execute this Application and perform the terms and conditions in this Application and, where applicable, the Charge Documents; 8. the terms of this Application and where applicable, the Charge Documents constitute legal, valid and binding obligations enforceable against it; 9. all consents, authorisations and/or approvals which are required or advisable to be obtained to authorise this Application and where applicable, the Charge Documents have been obtained and are in full force and effect; 10. each required document submitted to the Bank for this Application and where applicable, the Charge Documents is valid, correct, complete and genuine; 11. all information furnished to the Bank in connection with this Application and where applicable, the Charge Documents is true and correct and there has been no omission which would render the information inaccurate or misleading; 12. this Application and where applicable, the Charge Documents and the performance of the terms in this Application and where applicable, the Charge Documents will not contravene any law, regulation, order or decree of any governmental authority, agency or court to which it is subject; 13. it is not in default under any agreement to which it is a party or by which it may be bound, and no litigation arbitration or administrative proceedings are presently current or pending or threatened against it; 14. there are no bankruptcy/insolvency or winding-up proceedings currently pending or threatened against it; 15. no steps have been taken or are being taken to appoint a receiver, receiver and manager, or liquidator to take over or to wind-up the Applicant; 16. there is no material adverse effect in its financial condition, operating environment or management or other conditions which will materially affect its ability to perform its obligations under this Application or where applicable, the Charge Documents; and 17. its records with the Bank are accurate and up to date. 18. The Applicant and where applicable, the Accountholder shall bear the stamp duty and all costs and expenses incurred in relation to this Application, any application for Amendment and all other supporting documents in relation to this Application and any request for Amendment (collectively, “**BG Documents**”), the Bank Guarantee and the Charge Documents. 19. The BG Documents shall be binding on the Applicant and where applicable, the Accountholder as well as its personal representatives, heirs, liquidators, receivers, managers, permitted assigns and successors in title and enure to the benefit of the Bank and its successors in title and assigns. 20. The Applicant shall comply with the provisions of the Financial Services Act 2013 (“**FSA**”) and the Foreign Exchange Notices (FEN) issued by Bank Negara Malaysia and regulations, notices and guidelines to that and shall arrange, coordinate, manage, and obtain all necessary consents, licenses, approvals or authorisations required in connection with the execution, performance, validity or enforceability of the BG Documents. 21. The Applicant gives consent to (in addition to the persons set out in Schedule 11 (Permitted Disclosures) of the FSA) the Bank to disclose any information relating to it and its account or dealing relationship with the Bank, including but not limited to details of the BG Documents, Bank Guarantee, transactions undertaken and balances and positions with the Bank, to the following: - 22. the Bank’s head office, branches, representative offices and any of its offices, branches, related corporations, affiliates or associates in Malaysia or overseas (collectively the “**Related Parties**” and each a “**Related Party**”) for any database or data processing purposes or any other purposes regardless that a Related Party’s principal place of business may be outside of Malaysia or that the Applicant’s information following disclosure may be collected, held, processed or used by any Related Party in whole or in part outside of Malaysia; 23. any actual or proposed participant or sub-participant in, or assignee, or participant in the secondary debt market or novatee of the Bank’s rights in relation to the BG Documents and Bank Guarantee; 24. any agent, contractor, professional advisor or third party service provider, which provides services of any kind to the Bank in connection with the operation of its business who is under a duty of confidentiality to the Bank, including but not limited to a debt collection agent or any person(s) for the purpose of recovery of any outstanding sums due under the BG Documents; 25. any financial institution with which the Applicant has or proposes to have dealings; 26. the Central Credit Unit, Central Credit Reference Information System (CCRIS), CTOS Sdn Bhd, Financial Intelligence Unit, Bank Negara Malaysia or any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank; and 27. any security party, including the Accountholder.   The Applicant acknowledges that any information disclosed by the Bank to the persons set out in this Clause 27 is disclosed in good faith. The Bank shall not be liable to the Applicant or any other persons for any inaccuracy, incompleteness or lack of authenticity of the contents of such disclosure unless caused by the Bank’s negligence, default or fraud.   1. The Applicant and where applicable, the Accountholder declares and agrees that the full privacy notice of the Bank available at www.affinalways.com is considered/deemed fully incorporated in this Application. 2. The Bank may combine or consolidate or merge all or any of the Applicant’s accounts and liabilities with and to the Bank. This can involve accounts anywhere whether in or outside Malaysia. The Bank may, with seven (7) days’ notice to the Applicant, transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Applicant’s liabilities whether actual or contingent, primary or collateral even though the credit balances in such accounts and the liabilities on any other accounts may not be expressed in the same currency. The Bank is authorised to effect any necessary conversions at the Bank’s own rate of exchange then prevailing. Upon issuance of the notice to set off to the Applicant, the Bank may, at the same time, earmark or place a hold on any available funds standing to the credit of all or any of the Applicant’s account(s) with the Bank. The Applicant shall not be entitled to withdraw the available funds so earmarked / put on hold without the Bank’s prior written consent. The Bank shall not be liable for any loss or damage arising from the operation of this clause, unless caused by the Bank’s default, negligence or fraud. 3. Any notice, demand, or other communication (including computer generated notices/statements that do not require signature) from the Bank under the BG Documents shall be given to the Applicant in writing to its address or electronically (including email) as stated in this Application and/or last appearing in the Bank’s records. The notices may be given or made by post, electronically (including email), personal delivery, or such other mode as may be determined by the Bank. The notices or other communications are given to the Applicant: 4. in the case of post, five (5) days after the date of posting; 5. in the case of electronic mail, on the day it is sent provided that the Bank has not received a failed or undeliverable message from the host provider on the date of transmission; 6. in the case of personal delivery, at the time of receipt; and 7. in the case of courier, at the time of receipt. 8. The Applicant expressly agrees with the Bank to inform the Bank immediately of any change in its contact information such as correspondence address, phone number, and/or email address. Any change in the Applicant’s contact information is not binding on the Bank unless it has given notice in writing to the Bank and/or via other channels provided by the Bank. 9. The Applicant and where applicable, the Accountholder agrees that these Terms and Conditions may at any time be varied or amended by the Bank by giving prior notice (together with the reasons for such variation or amendment) of at least twenty-one (21) calendar days to it. If the Applicant or where applicable, the Accountholder is not agreeable to the amendments to these Terms and Conditions, it shall notify the Bank. In the event the Applicant or where applicable, the Accountholder do not raise any objections within the twenty-one (21) calendar days after the notice of amendments, it shall be considered to have accepted the amendments to these Terms and Conditions. 10. This Application and these Terms and Conditions shall be governed by and construed in accordance to the laws of Malaysia. The Applicant or where applicable, the Accountholder irrevocably submits to the exclusive jurisdiction of the courts of Malaysia. 11. If any of the terms and conditions in this Application is or becomes invalid or unenforceable, such term or condition is to be treated as not having been included in this Application. The invalid or unenforceable term or condition shall not affect the remaining terms and conditions in this Application, which will continue in full force and effect. 12. If the Applicant or where applicable, the Accountholder breaches any of these Terms and Conditions, the Bank may decide not to exercise any right which the Bank may have in relation to the breach. Any decision of the Bank not to exercise any right which the Bank may have in relation to the Applicant’s or where applicable, the Accountholder’s breach shall not to be treated as a waiver of such rights and the Bank retains the right at any time to strictly enforce or to insist on the Bank’s rights in relation to that breach or any subsequent breach by the Applicant or where applicable, the Accountholder. 13. In the case of a partnership, these Terms and Conditions shall bind all partners jointly and severally even if there is any change in the constitution or name of the firm. 14. In these Terms and Conditions: - 15. “Applicant” refers to the Applicant in the Application and “Accountholder” is as defined in the Application. 16. “Express BG Amount” means the aggregate Express BG amount as specified in this Application or as increased following the Applicant’s request for any amendment(s) to the Express BG. |

**EBG/OTH/001/24**