

LETTER OF CONSENT, AUTHORISATION AND DECLARATION

To:

Alliance Bank Malaysia Berhad 198201008390 (88103-W)
(branch address)

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Re: Bank Guarantee*/Letter of Credit* favouring _____ Amount: _____

- I. In consideration of your issuing, agreeing to issue and/or having issued at my/our request the Bank Guarantee*/Letter of Credit* (pursuant to the application and indemnity** attached with this letter), I/we hereby request and authorise you to debit one or more of my/our account(s) with the amount stated above being cash deposit ("the Cash") for the payments to be made by you or your agents or being monies to be applied by you in or towards payment or satisfaction of any sums of money now or hereafter from time to time due or owing to you by me/us in connection with the Bank Guarantee/Letter of Credit*.
- II. I/We hereby further authorise you at any time(s), to further debit one or more of my/our account(s) with you in the event you incur any loss or foreign exchange difference or expense due to insufficient funds debited in advance under the preceding paragraph to meet my/our obligations to you in respect of the Bank Guarantee*/Letter or Credit* between the date on which my/our account(s) is debited in advance under the preceding paragraph and the date on which I/we am/are required to reimburse you for payments made by you or your agents under the Bank Guarantee*/Letter of Credit*, and I/we further undertake to indemnify you and save you harmless against all liabilities, damages, compensation charges, claims, expenses, costs, including but not limited to legal costs (e.g. related to obtaining opinions on liability, payment, recovery) which may be suffered and/or incurred by you howsoever in relation to the Bank Guarantee*/Letter of Credit*.
- III. Alliance Bank Malaysia Berhad (88103-W) ("the bank") reserves the right to withhold the release of the Cash (or part thereof) or to proceed with litigation against the Bank Guarantee*/Letter of Credit* applicant if there is a default in payment of any monies due and owing by the Bank Guarantee*/Letter of Credit* applicant to the bank or by any other party for which the Bank Guarantee*/Letter of Credit* applicant is the guarantor or is accountable for, or the Bank Guarantee*/Letter of Credit* applicant threaten to cease to carry on its businesses or a petition be presented for winding up of the Bank Guarantee*/Letter of Credit* applicant and/or its subsidiaries or when any one of the partner(s) or director(s) of the applicant or of the associated accounts shall have received an order against him/them and/or been adjudged a bankrupt, dies or become insane.
- IV. I/We hereby consent to and authorize you to verify with and/or disclose to any party the Bank deems fit including but not limited to the Central Credit Unit of Bank Negara Malaysia, the Central Credit Reference Information System of Bank Negara Malaysia and/or any authority or body established by Bank Negara Malaysia, any other financial institution granting or intending to grant any facilities to me/us, any agency established by the Association of Banks of Malaysia and/or any other party whatsoever, any information concerning or relating to me/us whether financial or otherwise, my/our account and/or the conduct thereof for any purpose which the Bank deems fit without notice of the same to me/us.
- V. I/We hereby declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for the purpose of processing this application and providing subsequent services for this and other products and services and/or direct marketing to communicate with me/us for such purpose.
- VI. I/We hereby confirm and declare as follows:-
 - (a) In the case of an individual, a sole-proprietor or partnership:

None of my spouse(s), parents, children, brothers, sisters, their spouses and/or financial dependents and/or my agents and guarantors are in the employment of the Bank or its subsidiaries and/or related to a director, officer or employee of the Bank or its subsidiaries.
 - (b) In the case of a company, society or other body not covered under paragraph (a) above:

None of our directors, managers, controlling shareholders (whether directly or indirectly interested) and/or agents and guarantors are in the employment of the Bank or its subsidiaries and/or are related to any director, officer or employee of the Bank or its subsidiaries, whether as parent, spouse, brother, sister or child and/or their financial dependant except those stated in this application.
- VII. I/We further undertake to inform the Bank immediately if any such relationship set out in paragraphs (a) or (b) above is established / intended to be established at any time.

(Authorised Signatory/ies & Company Stamp)

Date

* Delete if not applicable

** The reference to indemnity here is applicable to Bank Guarantee only.