

## Application Checklist

1. **Board Resolution**
  - ☐ Company name (as per ACRA records) indicated? Date of execution indicated?
  - ☐ Signing condition (item iii) indicated?
  - ☐ Name(s), Designation, NRIC or Passport No. and specimen signature of authorised signatory(ies) listed in the table (after item G) provided?
  - ☐ Board Resolution signed off by 2 Directors OR One Director/One Secretary?
  - ☐ Both Directors OR Director/Secretary names and execution dates filled-in?
  
2. **Company Application Form**
  - ☐ All fields duly completed, esp embossing name
  - ☐ Any subscriptions to services?
  
3. **Nomination Form**
  - ☐ All fields completed. To pay particular attention to:
    - a. Credit limit indicated at the top right corner of the form (MAS requirement)
    - b. Full Name
    - c. Name to Appear on Card
    - d. NRIC/Passport
    - e. Date of Birth
    - f. Nationality
    - g. Singapore PR?
    - h. Length of Service...?
    - i. Annual Income (MAS requirement)
    - j. Handphone Number (required for sending one-time-passwords for card activation/magnetic strip activation and for certain internet transactions)
    - k. Email Address
  - ☐ Nomination form signed-off by Nominee with Nominee name/date indicated below signature? Please note that the date indicated has to follow the date of the Resolution.
  
4. **Declaration And Agreement Page - Declaration and Agreement section**
  - ☐ Company name indicated in the **Signed for and behalf of...** field is completed.
  - ☐ Signature(s) signing off the **Declaration and Agreement By Company** correspond to the signatory(ies) nominated and the signing mandate given in Board Resolution
  - ☐ Name(s), NRIC(s), Designation(s) and Date(s) of the signatory(ies) indicated.
  - ☐ Company stamp affixed and dated?
  
5. **Guarantor's Declaration (Where Applicable) Page - For guarantee(s) that is/are provided by individual Director(s):**
  - ☐ All Director(s), as per ACRA records unless otherwise indicated has signed off their respective field.
  - ☐ Name(s), NRIC(s), Designation(s) and Date of the above Director(s) filled-in?
  
6. **Guarantee**
  - ☐ Name of Company as per ACRA record
  - ☐ Ensure that the date of execution of Guarantee is indicated. Please assist to ensure that the date indicated here is the same as the date on the Board Resolution.
  - ☐ Ensure that every Director signs at each of their respective section in the **For Execution by Individuals** section
  - ☐ After which, each Director to indicate their name and NRIC/Passport number at each of their respective section.

\*Note\* You need not have to have the document witnessed nor have the sticker affixed. That will be done by the Bank

**7. Supporting Documents**

- ☐ Audited financials of the Company for the current and previous financial years.
- ☐ Photocopy(ies) of ID of all Directors (NRIC for Singaporean & PR, Passport & Singapore Work Pass for foreigners [please declare if not working in Singapore])  
Proof of address for Foreign Directors using recurring bills or statements; i.e. utilities bills, mobile bills, or bank statements within the past 3 months in English.
- ☐ Photocopy(ies) of ID of all card nominee(s) and authorised signatory(ies) in the board resolution (NRIC for Singaporean & PR, Passport & Singapore Work Pass for foreigners [please declare if not working in Singapore])
- ☐ Income Tax Notice of Assessment (NOA) for the last 2 years for all Directors/Guarantors
- ☐ Latest NOA, Computerised Payslips OR CPF statement showing the last 12 months contribution of all card nominees.
- ☐ Latest 3 months Bank account statements (if banking account not maintained with Maybank).

**8. Others**

- ☐ All dates indicated in the forms and documents are dated the same or after the date of the execution of the Board Resolution?

Please send a scan copy of the completed forms and supporting documents to [sg.businesscards@maybank.com](mailto:sg.businesscards@maybank.com) for verification and undergo the application process. After which, please forward the originals to:

Maybank Singapore Limited  
2 Battery Road  
#10-01 Maybank Tower  
Singapore 049907

CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS OF

\_\_\_\_\_ (THE "COMPANY") PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

PURSUANT TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

It was resolved

- i. That Maybank Singapore Limited (the "Bank") be and is hereby appointed bankers of the Company.
- ii. That a Business Credit Card account (the "Account") necessary for the carrying on of the business of the Company be opened with the Bank.
- iii. That the Company do authorise and approve any \_\_\_\_\_ of the following persons named below to:
  - a) carry out on behalf of the Company any or all transactions and to sign on behalf of the Company all relevant documents pertaining to the opening of the Account and issuance of Business Credit Card(s);
  - b) apply from time to time on behalf of the Company for the issuance of Business Credit Cards to employee(s) of the Company who qualify for the Business Credit Card(s); execute the Business Credit Card application or such other notices, forms and/or other documents as may be necessary pursuant to or in connection with the application of the Business Credit Card and give instructions to the Bank orally or in writing for and on behalf of the Company in any matter relating to the Account and the Business Credit Card issued by the Bank to the Cardmember of the Business Credit Card ("Cardmember") and the Company.
  - c) set the daily and/or monthly Business Credit Cards' credit/spending limit of each Cardmember(s);
  - d) request the Bank to grant in its absolute discretion any such temporary or periodic increases in the credit limits to the Cardmember(s) and the Company shall fully indemnify and keep the Bank indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses suffered incurred or sustained by the Bank arising therefrom;
  - e) apply on behalf of the Company for the issuance of Business Credit Card PIN for each Cardmember(s) to operate all the financial transactions/services available from time to time in relation to the Business Credit Card(s) and set the monthly cash limit of the Business Credit Card of these Cardmember(s) who are granted the Business Credit Card PIN;
  - f) access the global web-based reporting MasterCard Smartdata.gen2 application on behalf of the Company with the MasterCard Smartdata.gen2 User ID and Password issued; and
  - g) manage the TREATS Points accumulated. (i.e. to exchange TREATS Points for gifts from the TREATS Points Rewards Programme).

S/N	Signatory Name	Designation	NRC/Passport No.	Specimen Signature

- iv. That the Company do approve, accept and agree to be bound by all of the terms and conditions found in the Maybank Business Platinum MasterCard Agreement and consent to the use of the Company's name / mark / logo by the Bank.

**Certified True Extract**

\_\_\_\_\_  
 Name as in  
 NRIC/Passport: \_\_\_\_\_  
 NRIC/Passport  
 Number: \_\_\_\_\_  
 Designation: Director  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name as in  
 NRIC/Passport: \_\_\_\_\_  
 NRIC/Passport  
 Number: \_\_\_\_\_  
 Designation: Director/Secretary^  
 Date: \_\_\_\_\_

Requested Company Credit Limit:

**MAYBANK BUSINESS CREDIT CARD APPLICATION FORM**

The Company and the proposed Cardmember are jointly liable to the Bank for all charges and other liabilities incurred by the proposed Cardmember in respect of his Business Credit Card. The Company must complete this application form in its entirety including a Business Credit Card nomination form for each proposed Cardmember.

All information requested in this form is mandatory and must be completed in full. In the event we receive incomplete or inaccurate information your application/ request may be delayed or rejected without further notice to you

The Company must also submit certified true copies of its audited financial statements for the last two (2) financial years.

Each proposed Cardmember must have a minimum annual income of S\$30,000 to qualify.\*

Please allow for 5 weeks for processing once the complete documentation is received.

*\*This is a requirement from the Monetary Authority of Singapore (MAS)*

**COMPANY INFORMATION**

**Registered Business Name** (as per ACRA records or relevant registered record)

**Registered Business Number** (as per ACRA records or relevant registered record)

**Name of Company to appear on Card** (19 characters including space)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Registered Address**

**Country of Registration**

**Date of Registration**

**Constitution**

☐ Sole Proprietorship  
☐ Association/Society

☐ Partnership/ Limited Liability Partnership (LLP)  
☐ Singapore Incorporated Company

☐ Company  
☐ Others (please specify) \_\_\_\_\_

**GSTRegistered** ☐ No ☐ Yes GST Registration Number: \_\_\_\_\_

**Main Operating Account** ☐ Maybank ☐ Others (please specify) \_\_\_\_\_

**Name and Designation of Key Contact Person**

**Telephone (Office)**

**Telephone (Mobile)**

**Email**

**Facsimile**

**BILLING DETAILS**

**Name and Designation of Recipient for Monthly Bill Statement**

**Billing Address** (if different from Registered Address as stated above)

**SUBSCRIPTION TO OTHER SERVICES**

- ☐ Yes, I/we wish to have our Company's logo ("image") printed on the Card(s)
- Please submit your image to [sg.businesscards@maybank.com](mailto:sg.businesscards@maybank.com) within 7 working days of the application
  - If we do not receive your image within the 7 working days of application, no logo will be printed
  - The image submitted will be printed on all Card(s) applied herein and any future Card(s)
  - We agree to have our Company Logo printed onto the Business Cards in black colour.

**\*\*Important\*\*** The use of correction fluid for amendments is not allowed. Please sign against any amendments made

Requested Credit Limit:

## NOMINATION FOR MAYBANK BUSINESS CREDIT CARD

To expedite the processing of your application, please complete this Nomination Form in full. Kindly attach the following documents required to support this application.

Latest computerised payslip OR latest years' Income Tax Notice of Assessment OR latest 12 months' CPF Contribution History Statement

A photocopy of NRIC (front and back) OR Passport (Particulars Page) of the proposed Cardmember

### PARTICULARS OF CARDMEMBER

Full Name as in NRIC/Passport(Please underline

☐ Mr

☐ Mrs

☐ Ms

☐ Dr

Name to appear on Card (19 characters including space)

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NRIC/PassportNo.

Date of Birth (DD/MM/YYYY)

Nationality

Singapore PR

☐ Yes

☐ No

Race

☐ Chinese

☐ Malay

☐ Indian

☐ Others

Gender

☐ Male

☐ Female

Marital Status

☐ Single

☐ Married

☐ Divorced

☐ Others

Highest Education

☐ Post-Graduate

☐ Degree

☐ Diploma

☐ A-Level

☐ O-Level

☐ Others

Length of Service in the Company

Occupation

Annual Income (S\$)

Residential Address as in NRIC/Passport (Mail related to your use of the Card will not be sent to this address)

Residential Type

☐ HDB

☐ Condo/Apt

☐ Landed

☐ Others

Residential Ownership

☐ Fully Owned

☐ Mortgaged

☐ Parent's

☐ Rented

☐ Employer's

Mailing Address (if different from Residential Address)

Permanent Overseas Address (if any)

Important note: The mobile number and email address provided will be used for all your banking services and updating of all your existing records, including your personal account(s).

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Contact Details

\_\_\_\_\_ (H)

\_\_\_\_\_ (O)

\_\_\_\_\_ (Hp\*)

\*Mandatory for all applications to receive Transaction Alerts. Only Singapore-registered mobile number will receive SMS, alerts and notifications on all banking services.

Email\*

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By signing below, I agree with the credit limit assigned to me in this form by \_\_\_\_\_ (the Company) and certify that I have read and accept the "Declaration & Agreement by Cardmember(s)" attached herewith.

Cardmember's Signature

Name as in

NRIC/Passport:

Date:

Requested Credit Limit:

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Date of Birth (DD/MM/YYYY)

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Singapore PR

☐ Yes

☐ No

Race

☐ Chinese

☐ Malay

☐ Indian

☐ Others

Gender

☐ Male

☐ Female

Marital Status

☐ Single

☐ Married

☐ Divorced

☐ Others

Highest Education

☐ Post-Graduate

☐ Degree

☐ Diploma

☐ A-Level

☐ O-Level

☐ Others

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Annual Income (S\$)

Residential Address as in NRIC/Passport (Mail related to your use of the Card will not be sent to this address)

Residential Type

☐ HDB

☐ Condo/Apt

☐ Landed

☐ Others

Residential Ownership

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☐ Mortgaged

☐ Parent's

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Cardmember's Signature

Name as in

NRIC/Passport:

Date:





## DECLARATION AND AGREEMENT BY CARDMEMBER(S)

By signing this booklet, I/we request and authorise you to open a Business Credit Card Account (the Card Account) in my/our name and issue a Business Credit Card to me/us for so long as the Card Account is not closed or terminated.

I/We authorise you to conduct credit checks and to obtain from any person and verify information about me/us and/or the Company in accordance with applicable law. I/We agree to the purposes set out in Maybank's Data Protection Policy (the link to which is provided below) for the collection, use and disclosure of my personal data including authorizing you to disclose to any credit bureau as well as the members of such credit bureau and to any third parties (including, without limitation, credit reference or evaluation agencies) wherever situated any information relating to me/us or to the Card Account to be opened pursuant to this application. I/We request that the Business Credit Card be sent to the Company's address at my/our risk by mail.

I/We represent and warrant that the information given by me/us in this application and any enclosed document is true and accurate and may be retained by you in accordance with applicable law. I/We acknowledge that in considering my application, you will rely on such information. I/We confirm that at the time of this application, I/we am/are not an undischarged bankrupt and there has been no statutory demand served on me/us nor legal proceedings commenced against me/us. I/We agree to be bound by the Terms and Conditions Governing Short Message Service ("SMS") Transaction Alerts, as may be amended by you from time to time.

By providing the information in this application form (and any other information that I/we may provide to you from time to time in connection with Maybank products and services):

I/We agree and consent to Maybank Singapore Limited and its related corporations (collectively, "Maybank") collecting, using, disclosing and sharing amongst themselves my/our personal data, and disclosing such personal data to Maybank's authorised service providers and relevant third parties for purposes reasonably required by Maybank to process my/our application(s), provide me/us with the products or services which I am /we are applying for, as well as the purposes set out in Maybank Singapore Limited's Data Protection Policy, which is accessible at <http://www.maybank2u.com.sg/> or which may be provided to me/us upon request.

I/We confirm I/we have read and understood the Data Protection Policy.

If I/we should withdraw my/our consent to the processing or handling of my/our personal data in respect of any purpose which Maybank may reasonably consider to be essential in order for Maybank to provide me/us with the products and/or services applied for, Maybank shall be entitled to treat my/our Card Account as having been terminated by me/us without prejudice to any rights and remedies which it may have at law against me/us.

I/We agree that I/we am/are jointly and severally liable with the Company for all liabilities, incurred by me/us in respect of my Card Account. I/We agree to be bound by the Terms and Conditions stated in the Maybank Business Platinum MasterCard Agreement, and acknowledge receipt of a copy thereof.

I/We agree that submission of this application form by me/us do not automatically mean that you will accept its contents and are bound to issue the Business Platinum Credit Card to me/us. I/we further agree that you reserve the right to reject this application without assigning any reason whatsoever.

## DECLARATION AND AGREEMENT BY COMPANY

"I/We" in this form refers to both the Company and to the authorised signatory(ies) signing below on behalf of the Company. "Cardmember" refers to the individual or individuals to whom the Business Credit Card is issued to at the request of the Company.

By signing below, I/we hereby request and authorise you to issue the relevant Business Credit Card(s) to each of the Cardmember(s) stated in this booklet and such Cardmember(s) as I/we may nominate from time to time and as may be approved by you.

I/We authorise the proposed Cardmember to operate all the financial transactions/services available from time to time in relation to the Business Credit Card.

I/We have read, understood and agree to be bound by the Terms and Conditions stated in the Maybank Business Platinum MasterCard Agreement, the Terms and Conditions Governing Short Message Service ("SMS") Transaction Alerts and the Terms and Conditions of the relevant services linked to my/our Business Credit Card account, as may be amended by you from time to time.

I/We authorise you to use my/our Company's name and/or logo and/or mark on such Business Credit Card issued by you pursuant to my/our application. I/We represent and warrant that all information and documents provided by me/us are true, accurate and complete and may be retained by you in accordance with applicable law. I/We consent and authorise you to conduct credit checks and to obtain and/or verify from any person information about me/us in accordance with applicable law and I/we consent to you disclosing to any credit bureau as well as the members of such credit bureau and to any third parties (including, without limitation, credit reference or evaluation agencies) wherever situated, information relating to me/us. (where we are a company) I/We represent and warrant to you that: (i) I/We are a company duly incorporated and validly existing under the laws of the country of incorporation; (ii) this application and the use of the Business Credit Card will not result in a breach of any provision of our Memorandum or Articles of Association or equivalent constitutional document; and (iii) our Memorandum and Articles of Association empower the directors to exercise all the powers of the company to borrow money and the person(s) signing this application is/are authorised to sign and deliver to you this application on our behalf pursuant to the Board of Directors' Resolutions attached. I/We agree that the Company shall pay you all sums and other monies (including interest thereon) which may be due and payable by the Company to you under the Maybank Business Platinum Credit Card Agreement from time to time. I/We confirm that there are no legal proceedings commenced against me/us, I/We have not been declared bankrupt/ insolvent and no statutory demand has been served on me/us.

I/We have read, fully understand and accept the terms relating to the collection, use and disclosure of the relevant information (including personal data) as set out in the Maybank Business Platinum MasterCard Agreement. I/We acknowledge and agree that we are responsible for ensuring that each individual whose personal data has been provided to you (including authorised signatories and authorised persons) pursuant to our application(s) hereto and from time to time consents to the collection, use, disclosure and/or processing of his personal data by you and your authorized service providers for purposes set out in policies, circulars, notices or guidelines governing Bank's collection, use and/or disclosure of personal data, including the your Data Protection Policy available inter alia at <http://info.maybank2u.com.sg/>, which you may update from time to time ("Data Protection Policies"). We shall ensure that all relevant individuals are furnished with a copy of the terms that apply to any account with or service provided by you and the aforesaid Data Protection Policies.

Signed for and on behalf of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Authorised Signature

Authorised Signature

Company Stamp

\_\_\_\_\_  
Name as in

NRIC/Passport: \_\_\_\_\_

NRIC/Passport

Number: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
Name as in

NRIC/Passport: \_\_\_\_\_

NRIC/Passport

Number: \_\_\_\_\_

Designation: \_\_\_\_\_

**GUARANTOR'S DECLARATION**

In relation to \_\_\_\_\_'s (the Company) application for the Maybank Business Platinum MasterCard Credit Card Program, by signing below, I/we represent and warrant that all information provided by me/us here is true and correct and I/we consent and authorise you to conduct credit checks and to obtain and/or verify from any person and information about me/us as you deem fit at your absolute discretion and I/we consent to you disclosing to any third party as you deem fit, including without limitation any credit bureau, any information relating to me/us.

By providing the information in this application form (and any other information that I/we may provide to you from time to time in connection with Maybank product and services):

I/We agree and consent to Maybank Singapore Limited and its related corporations (collectively, "Maybank") collecting, using, disclosing and sharing amongst themselves my/our personal data, and disclosing such personal data to Maybank's authorised service providers and relevant third parties for purposes reasonably required by Maybank to process the Company's application(s), provide the Company with the products or services which the Company is applying for, as well as the purposes set out in Maybank Singapore Limited's Data Protection Policy which is accessible at <http://www.maybank2u.com.sg/> or which may be provided to me/us upon request. I/We confirm I/we have read and understood the Data Protection Policy.

If I/we should withdraw my/our consent to the processing or handling of my/our personal data in respect of any purpose which Maybank may reasonably consider to be essential in order for Maybank to provide me/us with the products and/or services applied for, Maybank shall be entitled to treat the Company's Card Account as having been terminated by the Company without prejudice to any rights and remedies which it may have at law against me/us.

Signed by:

**Guarantor 1**

\_\_\_\_\_  
Signature  
Name as in  
NRIC/Passport: \_\_\_\_\_  
NRIC/Passport  
Number: \_\_\_\_\_  
Designation: \_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**Guarantor 2\***

\_\_\_\_\_  
Signature  
Name as in  
NRIC/Passport: \_\_\_\_\_  
NRIC/Passport  
Number: \_\_\_\_\_  
Designation: \_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**Guarantor 3\***

\_\_\_\_\_  
Signature  
Name as in  
NRIC/Passport: \_\_\_\_\_  
NRIC/Passport  
Number: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**Guarantor 4\***

\_\_\_\_\_  
Signature  
Name as in  
NRIC/Passport: \_\_\_\_\_  
NRIC/Passport  
Number: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

\*If necessary

\*Important\* The use of correction fluid for amendments is not allowed. Please sign against any amendments made.

**GUARANTEE**  
**IMPORTANT NOTICE TO GUARANTORS**

This Guarantee will create legal obligations and liabilities on your part. You are strongly advised to seek independent legal advice before you execute this Guarantee.

Please take note that without prejudice to the terms of this Guarantee, your maximum liability under this Guarantee will be the aggregate of all sums of monies or liabilities as set out in clause 1 of this Guarantee plus interest, costs, expenses and charges (including legal fees) on such amount until payment is received by the Bank in full.

**To: Maybank Singapore Limited**

**1. Guarantee**

In consideration of Maybank Singapore Limited ("the Bank") issuing the **Business Credit Card(s)**, and/or making or continuing to make loans, advances or otherwise giving or continuing to grant other credit or banking facilities or other accommodation or facilities for as long as the Bank may think fit to

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("the Customer"), the undersigned ("the Guarantor") irrevocably and unconditionally guarantees (i) to pay to the Bank on demand all sums of monies or liabilities (including but not limited to liabilities in connection with the Business Credit Card(s) given to the Customer and/or in connection with credit facilities, overdrafts and Business Credit Card(s) issued, given or established by the Bank now or in future due, owing or incurred in any manner to the Bank by the Customer whether as cardmember or as principal or as surety and whether solely or jointly or jointly and severally with any other person or persons whether actually or contingently and in whatever name or style, together with interest, commission and all other charges, costs and expenses for which the Customer may be or become liable to the Bank; and (ii) the due performances and observance of all the Customer's obligation under the Business Credit Card(s) or other agreements in connection with any other accommodations or facilities granted or to be granted by the Bank and entered into by the Customer with the Bank (collectively "**the Guaranteed Obligations**").

**2. Continuing security and conditions for release**

This Guarantee shall be a continuing security for the Guaranteed Obligations and shall be in addition to and independent of every other security or guarantee which the Bank may hold for the Guaranteed Obligations. Notwithstanding any settlement of account or intermediate payment and notwithstanding the closing of any of the Customer's accounts with the Bank which is subsequently reopened or the subsequent opening of any account by the Customer whether solely or jointly with any other person or persons, this Guarantee shall continue in full force and with effect until:

- (a) all amounts due from the Guarantor under this Guarantee have been paid in full; and
- (b) the Customer has no liability in respect of the Guaranteed Obligations, subject always to clause 11.

**3. Principal Debtor**

Though, as between the Guarantor and the Customer, the Guarantor is surety only for the Customer, yet as between the Bank and the Guarantor, the Guarantor shall be deemed to be principal debtor for all the Guaranteed Obligations and accordingly the Guarantor shall not be discharged nor shall the Guarantor's liability be affected in any way by any fact, circumstance, act, omission or means whatsoever, whether known to the Bank or not, whereby the Guarantor's liability hereunder would have been discharged if the Guarantor had not been principal debtor.

**4. No Competing**

**4.1. The Guarantor undertakes to the Bank that so long as the Customer has any actual or contingent liability to the Bank, the Guarantor shall not exercise any rights which the Guarantor may at any time have whether by reason of performance by it of its obligations under this Guarantee or otherwise:**

- (a) to be indemnified by the customer or to claim or enforce payment of any money which may be due owing or incurred by the Customer to the Guarantor on any account whatsoever, or exercise any other right, claim or remedy in respect of such money;
- (b) to prove in competition with the Bank for any money due or owing by the Customer to the Guarantor on any account whatsoever and/or in respect of any money due or owing from the Customer to the Bank but will give to the Bank the benefit of any proof which the Guarantor may be able to make in the bankruptcy/ liquidation of the Customer or in any arrangement or composition with creditors;
- (c) to take any steps to enforce any rights against the Customer or receive or claim or have the benefit of any payment or distribution from or on account of the Customer or exercise any right of set-off or counterclaim against the Customer provided always that on making a claim against the Guarantor pursuant hereto, the Bank may at its sole discretion instruct the Guarantor to take any steps referred to in this sub-paragraph and any monies or other benefit thereby obtained by the Guarantor will therefore be paid or transferred (as the case may be) to the Bank;
- (d) to claim any contribution from any other guarantor of the Customer's obligations;

- (e) to prove in the Customer's winding up or bankruptcy; or
  - (f) to participate in any security held, or money received, by the Bank on account of the Guaranteed Obligations or to stand in the Bank's place in respect of any such security or money and the liability of the Guarantor under this Guarantee will not be reduced or discharged by any amount held by the Bank on account for the Customer.
- 4.2. The Guarantor declares that it has received no security from the Customer or any other surety for the giving of this Guarantee and Guarantor undertakes not to take or receive any security in respect of the Guarantor's liability under this Guarantee. If the Guarantor nevertheless does take or receive any such security, it shall forthwith pay or transfer (as the case may be) such security over to the Bank.
5. **Indebtedness of Customer**
- Any indebtedness of the Customer whether as principal or as surety and whether solely or jointly with any other person or persons now or in future held by the Guarantor shall be subordinated to the indebtedness or liabilities of the Customer to the Bank under this Guarantee. Such indebtedness of the Customer to the Guarantor, if the Bank so requires, shall be paid over to the Bank on the account of the indebtedness or liabilities of the Customer to the Bank but without reducing or affecting in any manner the Guarantor's liability under this Guarantee until all monies and liabilities hereby guaranteed have been fully paid to the Bank.
6. **Suspense accounts**
- The Bank may hold any money received under or by virtue of this Guarantee or under or by virtue of any other guarantee or security for the Guaranteed Obligations in a suspense account for so long and in such manner as the Bank may determine without obligation to apply such money or any part of it in or towards discharging any money or liabilities or other sums due, owing or incurred by the Customer.
7. **Demands**
- The Bank shall not be obliged before exercising any of the rights, powers or remedies conferred upon it by this Guarantee or by law:
- (a) to make any demand, or take any action or obtain judgment in any court against the Customer;
  - (b) to make or file any claim or proof on the bankruptcy or winding-up or dissolution of the Customer; or
  - (c) to enforce or seek to enforce any other security it may hold for the Guaranteed Obligations.
8. **Waiver of defences**
- 8.1. None of the events set out below shall discharge the liabilities or the obligations of the Guarantor under this Guarantee or impair the rights, powers and remedies of the Bank under this Guarantee, whether or not the consent of the Guarantor is obtained or notice given to the Guarantor in respect of such events:
- (a) any amalgamation, merger or reconstruction by or between the Bank and any other person or any sale or transfer of the whole or any part of the assets of the Bank to any other person;
  - (b) the bankruptcy, death, disability, winding up, judicial management, dissolution, administration, reorganisation, amalgamation, conversion into a limited liability partnership, merger or reconstruction of the Customer or the Guarantor or any change in their constitution, status, function, control or ownership;
  - (c) where the Customer or the Guarantor is a committee, association or other unincorporated body) any retirement, death, change, accession or addition to the Customer or the Guarantor, and this Guarantee shall enure and be available for all intents and purposes to the Bank as if the resulting firm or concern had been the one whose obligations were originally guaranteed or as if the resulting firm or concern had been the one originally granting this Guarantee;
  - (d) where the Customer or the Guarantor is a partnership firm or a limited liability partnership, any change in the constitution of the Customer whether by retirement, expulsion, death or admission of any partner or partners, conversion into a limited liability partnership (where the Customer or the Guarantor is a partnership firm) or otherwise, and this Guarantee shall ensure and be available to the Bank for all intents and purposes as if the resulting firm or concern had been the one whose obligations were originally guaranteed or as if the resulting firm or concern had been the one originally granting this Guarantee; where the Customer or Guarantor is a limited liability partnership, any partner of the limited liability partnership is adjudicated a bankrupt.
  - (e) any amendment to, increase or decrease in, or variation, extension, renewal, restructure, waiver or release of any of the Guaranteed Obligations or any other security or guarantee for the Guaranteed Obligations;
  - (f) any amendments, variation and/or modification of the terms and conditions applicable to the facilities in relation to or in connection with the Guaranteed Obligations;
  - (g) the existence of any claim or set-off or other rights which the Guarantor may have against the Customer, the Bank or any other person, or which the Customer may have at any time against the Bank;
  - (h) any compromise, composition or arrangement made with the Customer and/or any other person or persons, including any co-guarantor;

- (i) any failure by the Bank to take or perfect, or fully to take or perfect, any other guarantee, indemnity or security intended to be taken for the Guaranteed Obligations;
  - (j) the grant by the Bank to the Customer of any other financial accommodation or the withdrawal or restriction by the Bank of any financial accommodation or the absence of any notice to the Guarantor of any such granting, withdrawal or restriction;
  - (k) the refusal by the Bank in its absolute discretion to grant to the Customer any further loans, advances or credit, banking or credit facilities, or other accommodation (including, but not limited to hire purchase facilities, hire purchase agency, factoring, accounts receivable financing, forfeiting facilities, block discounting, bills of sale, floor stocking facilities and inventory/stock financing);
  - (l) any failure by the Bank to realise, or fully to realise, the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Customer's obligations;
  - (m) any time or other indulgence being granted or being agreed to be granted to the Customer or any other person, including any co-guarantor, in respect of its obligations or under any other security for such obligations or any arrangement or compromise entered into by the Bank with the Customer or any other person, including any co guarantor;
  - (n) any obligations of the Guarantor or any other person under this Guarantee or under any other document or security taken in respect of any of its obligations being or becoming illegal, invalid, unenforceable, impaired or ineffective in any respect;
  - (o) any legal limitation on or insufficiency in the borrowing power or disability or incapacity (mental or otherwise) of or other circumstances relating to the Customer or any other person; or
  - (p) any other act, event or omission which, but for this clause, might operate to discharge, impair or otherwise affect any of the obligations of the Guarantor under this Guarantee or any of the rights, powers or remedies conferred upon the Bank by this Guarantee or by law.
- 8.2.** No change whatsoever in the constitution of the Guarantor shall affect its liability or the liability of its successors under this Guarantee or affect the validity of or discharge this Guarantee and this Guarantee shall be binding on the Guarantor notwithstanding any change that shall subsequently take place in its constitution whether by amalgamation, reconstruction, conversion into a limited liability partnership or otherwise and in the event of any such amalgamation, reconstruction, conversion or change taking place as aforesaid, this Guarantee shall operate as though it had been originally given by such new or amalgamated or reconstructed company or concern and as if the liability thereto or thereunder had commenced at the date of this Guarantee.
- 8.3.** This Guarantee shall be in addition to and shall not in any way be prejudiced or affected by any other security whether negotiable or otherwise including any other guarantee or indemnity which the Bank may now or at any time hereafter hold from the Guarantor, the Customer or any other person for all or any part of the monies hereby guaranteed nor shall such security or any other security to which the Bank may be otherwise entitled or the liability of any person not a party hereto for all or any part of the monies hereby guaranteed be in any way prejudiced or affected by this Guarantee.
- 9. Discharge and release**
- 9.1.** Any release, settlement or discharge between the Bank and the Guarantor in respect of the Guaranteed Obligations or any part thereof shall be subject to the condition that no assurance, security or payment to the Bank by the Guarantor or any other person shall be avoided or reduced by virtue of any provisions or enactments relating to insolvency (including Sections 329 and 330 of the Companies Act, Cap 50, and Sections 98 and 99 of the Bankruptcy Act, Cap 20) or otherwise. If any such security or payment shall be so avoided or reduced, the Bank shall nevertheless be entitled to recover the value or amount thereof subsequently from the Guarantor and to exercise its rights under this Guarantee as if such release, settlement or discharge had not been effected.
- 9.2.** In the event of any claim being made or proceedings being taken against the Bank the effect of which, if successful, would be the avoidance or reduction of any such security or payment and whether or not the Guarantor shall have been made a party thereto, the Bank shall have absolute discretion to concede or settle the same on such terms as it may think fit whereupon clause 9.1 shall have the effect as if such concession or settlement had been ordered by the Court (without possibility of appeal) and the Guarantor shall in addition pay the Bank all costs and expenses (on a full indemnity basis) arising out of or in connection with any such claim or proceedings.
- 10. Enforceability**
- This Guarantee may be enforced by the Bank at any time notwithstanding that any bills, drafts or other instruments covered by this Guarantee may be in circulation or outstanding and the Customer's liability in respect of any letters of credit, trust receipts, guarantee, indemnities or other instruments issued by the Bank may be contingent and not as yet due and payable, and the Bank may include the amount of the same or any of them in the ultimate balance at the Bank's option.

## 11. Currency Indemnity

If:

- (a) for any reason any amount payable under this Guarantee is paid or is recovered by the Bank (in whatever manner) in a currency (the “payment currency”) other than in which the Guaranteed Obligations are denominated (the “contractual currency”); and
- (b) the payment made in the payment currency to the Bank when converted at the applicable rate of exchange on the date of payment into the contractual currency is less than the amount payable hereunder, then the Guarantor shall, as a separate and independent obligation, and notwithstanding any previous such conversion, fully indemnify the Bank against the amount of the shortfall. For the purposes of this clause, the expression “applicable rate of exchange” means the rate at which the Bank is able on the relevant date to purchase the contractual currency with the payment currency.

## 12. Guarantor’s representations and warranties

The Guarantor hereby represents and warrants to the Bank that:

- (a) where the Guarantor is a company, it is a company duly incorporated, validly existing and registered under the laws of its place of incorporation and has the power and all necessary governmental and other consents, approvals, licenses and authorities under any applicable jurisdiction to own its assets and carry on its business;
- (b) where the Guarantor is a limited liability partnership, it is a limited liability partnership duly registered and validly existing and registered under the laws of its place of registration and has the power and all necessary governmental and other consents, approvals, licences and authorities under any applicable jurisdiction to own its assets and carry on its business;
- (c) where the Guarantor is an individual, he is of full legal capacity;
- (d) it is empowered to enter into, exercise its rights and perform and comply with its obligations contained in this Guarantee and no limits on its powers will be exceeded as a result of its entering into this Guarantee;
- (e) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations contained in this Guarantee and to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;
- (f) where the Guarantor is a company, the requisite resolutions of its board of directors have been duly and properly passed at a duly convened and constituted meeting at or by resolution in writing under which all statutory and other relevant formalities were observed to authorise its execution and performance of this Guarantee and such resolutions are in full force and effect and have not been varied or rescinded;
- (g) where the Guarantor is a limited liability partnership, the requisite resolutions in writing have been duly and properly passed at a duly convened and constituted meeting of its partners to authorise its execution and performance of this Guarantee and that such resolutions are in full force and effect and have not been varied or rescinded;
- (h) the giving of this Guarantee constitutes the legal, valid and binding obligations of the Guarantor enforceable in accordance with its terms;
- (i) the giving of this Guarantee will not result in:
  - (i) any breach of any law to which the Guarantor is subject or where the Guarantor is a company, of any of the memorandum and articles of association or other constitutional documents of the Guarantor; or
  - (ii) any breach of any deed, agreement or obligation of the Guarantor made with or owed to any other person; or
  - (iii) any breach of any limits on any powers of the Guarantor; or
  - (iv) any breach of the limited liability partnership agreement where the Guarantor is a limited liability partnership; and
- (j) the giving of this Guarantee will not result in the existence of, or oblige the Guarantor to create, any Encumbrance in favour of any person (other than the Bank) over the whole or any part of the undertaking or assets (present or future) of the Guarantor.

## 13. Determinations conclusive and demands

- 13.1. A certificate or determination of the Bank as to the Indebtedness for the time being due to the Bank by the Customer or otherwise payable by the Guarantor under this Guarantee, any admission or acknowledgement in writing of such Indebtedness by the Customer or on its behalf, any judgement or order obtained by the Bank against the Customer or any proof by the Bank in winding up or bankruptcy which is admitted shall be binding and conclusive on the Guarantor.

13.2. The making of any demand by the Bank under this Guarantee shall not preclude it from making any further demands hereunder.

**14. Transfer and Collection, Use or Disclosure of Information**

14.1. This Guarantee shall be binding upon the Guarantor and its successors or personal representatives.

14.2. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.

14.3. The Bank may at any time transfer all or any part of its rights under this Guarantee to any bank or financial institutions or to any person whatsoever or otherwise grant an interest in them to any such party or parties.

14.4. The Guarantor irrevocably consents to and authorises, and (where applicable) shall procure that all relevant individuals whose personal data has been disclosed to the Bank by or through the Guarantor (collectively "Relevant Individuals") consent to, the Bank, at its discretion, at any time or from time to time, collecting and using and to disclosing such any information concerning the Guarantor, this Guarantee and the Guaranteed Obligations (and the Relevant Individuals) to the following parties, to the extent that the information is personal data, in connection with the purposes set out in the Bank's Data Protection Policy (accessible at: [www.maybank2u.com.sg](http://www.maybank2u.com.sg)) or as it otherwise required or permitted in accordance with applicable law:

- (a) to any of its holding companies, representative and branch offices and to any related corporation or associated company of the Bank, in any jurisdiction;
- (b) to any prospective transferee or grantee referred to in clause 14.3 and any other person considered by the Bank to be considered.
- (c) to any person who, as part of the arrangements made in connection with any transaction referred to in clause 14.3, requires such information after the transaction has been effected;
- (d) where applicable to each and all of the auditors of the Guarantor, from time to time appointed, past or present, and the Guarantor shall pay all cost, charges, fees and other out-of-pocket expenses, whether legal or otherwise, in respect of such disclosure.
- (e) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau; and
- (f) to any other third parties (including, without limitation, credit reference or evaluation agencies) as may be authorised by the Guarantor.

Where the Guarantor is an entity (including partnerships and sole proprietorships) or where the personal data of third parties is provided to the Bank by or through the Guarantor, the Guarantor acknowledges and agrees that it is responsible for ensuring that the Relevant Individuals whose personal data has been provided to the Bank in connection with the Guarantee consents to the collection, use, disclosure and/or processing of his personal data by the Bank and the Bank's authorised service providers for purposes set out in the Bank's Data Protection Policy and that the Guarantor will furnish each Relevant Individual with a copy of the terms that apply to this Guarantee and the Data Protection Policy, and the Guarantor agrees to provide the Bank from time to time and upon request, additional information regarding how consent was obtained from any particular Relevant Individual.

If any Relevant Individual should withdraw his/her consent to any or all use of his/her personal data, then depending on the nature of the withdrawal request, the Bank may not be in a position to continue granting loans, advances or other credit or banking facilities or other accommodation or facilities to the Customer and the Bank shall be entitled to exercise its rights under the Guarantee without prejudice to the Bank's other rights and remedies at law against the Guarantor.

**15. Joint and several liabilities**

15.1. The obligations and liabilities of the Guarantor (if more than one) under this Guarantee shall be joint and several and shall be enforceable accordingly. All representations, undertakings and other obligations of the Guarantor in this Guarantee shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally.

15.2. This Guarantee shall not be revoked or otherwise prejudiced or impaired as to any one or more joint Guarantors by the incapacity, bankruptcy, liquidation or insolvency of any of the joint Guarantors.

15.3. Each person who compromises the Guarantor, if more than one, shall be bound by this Guarantee notwithstanding that any other person who was or were intended to sign or to be bound by this Guarantee may not have done so or may not be so bound.

**16. Deductions**

16.1. Each payment to be made by the Guarantor to the Bank shall be made in the currency, and if there is more than one currency, the respective currencies, in which the Guaranteed Obligations are denominated, free and clear of, and without any withholding, deduction or whatsoever, including without prejudice to the generality of the foregoing, for or on account of taxes unless the Guarantor is required by law to make such a payment subject to deduction.

- 16.2. If the Guarantor is required by law to make a deduction or withholding from such a payment, the relevant sum payable by the Guarantor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

## 17. Expenses

The Guarantor shall indemnify the Bank and reimburse the Bank on demand (on a full indemnify basis) for all reasonable costs and expenses in any relevant jurisdiction (including, without limitation legal fees, communication and out-of-pocket expenses) and any values added or similar tax thereon, incurred by the Bank:

- (a) in connection with the negotiation, preparation, execution, perfection and completion of this Guarantee or any of the documents referred to in, or the transactions contemplated by this Guarantee; and
- (b) in connection with the enforcement or preservation of its rights under this Guarantee or any of the documents referred to in this Guarantee in any jurisdiction.

## 18. Notices

Any notices or other communication to be given under this Guarantee shall be in writing and, in the case of any notice or communication to the Guarantor, shall be deemed to have duly served on, given to or made if it is left at the registered address or last known address of the Guarantor, posted by post addressed to the Guarantor at such address, or sent by facsimile transmission to the facsimile number notified by the Guarantor to the Bank and shall if:

- (a) personally delivered, be deemed to have been received at the time of delivery;
- (b) posted to an address in Singapore, to be deemed to have received on the day following the date of posting and if posted to an overseas address, be deemed to have received on the fifth Business Day after the date of posting; or
- (c) sent by facsimile transmission, be deemed to have been received upon receipt by the sender of a facsimile transmission report (or other appropriate evidence) that the facsimile has been transmitted to the addressee.

## 19. Set-off and Appropriation

- 19.1 The Guarantor agrees that the Bank and each of its related corporations shall (without prejudice to any general or banker's lien, right of set-off or any other right to which it may be entitled) have the right, without notice to the Guarantor or any other person, at any time to combine or consolidate all or any of the Guarantor's accounts maintained by the Guarantor with the Bank and/or with any of the Bank's related corporations and/or any liability or to set off and apply any credit balance on any of the Guarantor's accounts or to which the Guarantor is beneficially entitled, whether jointly or otherwise, with the Bank or with any of the Bank's related corporations or with any nominee, custodian, agent, representative or correspondent of the Bank or any of the Bank's related corporations (whether subject to notice or not, whether matured or not and in whatever currency and whether in Singapore or in another country) and any other indebtedness owing by the Bank and/or any of its related corporations to the Guarantor, against any moneys, obligations and liabilities of the Customer to the Bank in respect of the Guaranteed Obligations or towards the satisfaction of any of the Guarantor's liabilities to the Bank and/or any of its related corporations or on any other account whether in or outside Singapore or in any other respect whether actual or contingent, primary or collateral, several or joint and the Bank and any of the Bank's related corporations is authorised to purchase with the moneys standing to the credit of any such account such other currencies (at such exchange rate as the Bank and/or any of its related corporations may determine) as may be necessary for this purpose. All of the rights of the Bank under this Clause 19.1 shall apply to, and be conferred on, the Bank's related corporations all of which shall be entitled to enforce and enjoy the benefit of this Clause 19 to the fullest extent permitted by the law. Without any prejudice to the generality of the foregoing, any of the Bank's related corporations may enjoy the benefit or enforce the terms of this Clause 19 in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Cap 53B. Nothing in the foregoing shall affect the Bank's right to rescind, vary, extinguish, alter, supplement and/or replace the terms of this Guarantee in the Bank's discretion and no prior notice to or consent from any of the Bank's related corporations or any third party would be required for the Bank to do so.
- 19.2 The Guarantor agrees that the Bank shall appropriate and apply any payments made by or on behalf of the Guarantor to the Bank to the principal, interest, charges, costs, commissions, fees, indemnities, and expenses or such other amounts as the Bank may deem fit at its absolute discretion notwithstanding any specific appropriation purported to have been made by the Guarantor.

## 20. Forbearance and partial invalidity

- 20.1 No failure to exercise and no delay on the part of the Bank in exercising any right, remedy, power or privilege under this Guarantee and no course of dealing between the parties shall be constructed or operate as a waiver of that right, remedy, power or privilege, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise of it or the exercise of any other right, remedy, power or privilege. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any rights or remedies provided by law.
- 20.2 If any provision of this Guarantee is held to be illegal, invalid or unenforceable in whole or in part this Guarantee shall continue to be valid as to its other provisions and the remainder of the affected provision.



**21. Contracts (Rights of Third Parties) Act of Singapore**

Unless expressly provided to the contrary in this Guarantee, a person who is not a party to this Guarantee may not enforce its terms under the Contracts (Rights of Third Parties) Act, Cap 53B. Notwithstanding any terms of this Guarantee, the consent of any third party (including any of the Bank's related corporations) is not required for any variation (including any release or compromise of liability under), rescission or termination of this Guarantee or any term hereof.

**22. Governing law and jurisdiction**

**22.1.** This Guarantee shall be governed by and construed in accordance with Singapore law.

**22.2.** The parties to this Guarantee irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore or any other court as the Bank may elect.

**22.3.** The Guarantor irrevocably waives any objection which it may have now hereafter to the venue for the determination of any dispute which may arise out of or in connection with this Guarantee. The Bank shall be at liberty to enforce this Guarantee by taking action or proceedings against the Guarantor ("Proceedings") in the courts of Singapore or any other court in any jurisdiction as the Bank may elect.

**22.4.** Nothing contained in this clause shall limit the right of the Bank to take action against the Guarantor in any court of competent jurisdiction nor shall the taking of Proceedings by the Bank against the Guarantor in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

**22.5.** The Guarantor agrees that the service of any writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy notice, process or document in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending the same by hand or registered post to the Guarantor's address specified hereinbelow (or such other change of address as notified by the Guarantor in writing or the last known address of the Guarantor) and such service or process shall be deemed to be good and effectual service on the Guarantor notwithstanding that it is returned by the post office undelivered. Nothing shall affect the Bank's right to serve process in any other manner permitted under any applicable law.

**23. Definitions and interpretation**

**23.1. Definitions**

In this Guarantee, unless the context otherwise requires the following words and expressions shall have the following meanings:

"Business Day" means a day (other than a Saturday or Sunday) on which banks in Singapore are generally open for business and also in relation to a day on which a payment is required, in the place where such payment is to be made in accordance with this Guarantee and in the place of the principal domestic market of the currency of such payment;

"Encumbrance" includes any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets, having the effect of providing a security or preferential treatment to a creditor (including set off, title retention or defeasance or any agreement or arrangement to give any form of security or preferential treatment to a creditor);

"Guaranteed Obligations" means the obligations of the Customer expressed to be guaranteed by the Guarantor under clause 1; and

"Indebtedness" means at any time any obligation for the payment or repayment of money in respect of the Business Credit Card(s) or such other facilities extended to the customer, whether principal, interest, fees, commissions or any other amount whether present or future, actual or contingent, as principal or surety and whether solely or jointly with another or others.

**23.2. Interpretation**

In this Guarantee, unless the context otherwise requires:

- (a) references to "related corporation" shall bear the meaning in Section 6 of the Companies Act, Cap 50;
- (b) references to this Guarantee or any other document include references to this Guarantee or such other document as varied, supplemented, restated and/or replaced in any manner from time to time;
- (c) subject to clause 14 (Transfer and Collection, Use or Disclosure of Information), references to any party shall, where relevant, be deemed to be references to or include, as appropriate, its lawful successors, permitted assigns or transferees;
- (d) references to clauses are references to clauses to this Guarantee;
- (e) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and any subsidiary legislation made from time to time under it;

- (f) references to a "person" shall include any individual, company, firm, partnership, limited liability partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;
- (g) references to the "assets" of any person shall be constructed as a reference to the whole or any part of its business, undertaking, property, shareholdings, assets and revenues (including any right to receive revenues, uncalled capital and any other accruals);
- (h) references to one gender include all genders (including the neuter gender), and references to the singular shall include the plural and vice versa;
- (i) headings are inserted for convenience only and shall be ignored in constructing this Guarantee;
- (j) references to "including " shall not be constructed restrictively but shall be construed as meaning "including, without prejudice to the generality of the foregoing";
- (k) references to "law" shall be construed as including any present or future common law, statute, statutory instrument, treaty, regulation, directive, order, decree, other legislative measure, code, circular, notice, demand or injunction with which it is customary for persons to whom such law is directed to comply, even if compliance is not mandatory; and
- (l) references to "writing" include telex, facsimile or other electronic transmission legibly received, except in relation to any certificate, forecast, report, notice, resolution or other document which is expressly required by this Guarantee to be signed, and "written" has a corresponding meaning.

#### 24. Counterparts

This Guarantee may be signed in any number of counterparts or copies each of which when signed and delivered to the bank shall be an original but all the counterparts shall together constitute one and the same document.

#### 25. Acknowledgement

The Guarantor acknowledges having read the provisions of this Guarantee and has agreed to its terms.

Dated this    day of \_\_\_\_\_ 20\_\_.

IN WITNESS WHEREOF this Guarantee has been entered into as of the date stated above.

#### FOR EXECUTION BY A LIMITED COMPANY

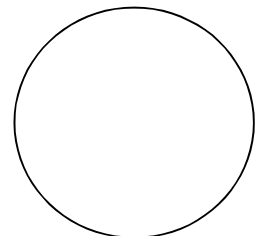
Where execution is required under  
the Company's seal

The Common Seal of \_\_\_\_\_ )

Was affixed in the presence of:- )

\_\_\_\_\_  
Name: \_\_\_\_\_ Director

\_\_\_\_\_  
Name: \_\_\_\_\_ Director/ Secretary



\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ the Common Seal of \_\_\_\_\_ was affixed to this instrument before me in accordance with its regulations (which regulations have been produced and shown to me).

Dated this    day of \_\_\_\_\_ 20\_\_ .

Witnessed my Hand

Address of Company : \_\_\_\_\_.

\*To be attested only if appropriate.

<Important> The use of correction fluid is not allowed

**Where execution as a deed is required without seal  
(Applicable to companies incorporated in Singapore only)**

Executed and delivered as a deed

on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Name: \_\_\_\_\_ Director

\_\_\_\_\_  
Name: \_\_\_\_\_ Director/ Secretary

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, (a) \_\_\_\_\_ and (b) \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Witnessed my Hand

Address of Company: \_\_\_\_\_

OR

Executed and delivered as a deed

on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Name: \_\_\_\_\_ Director

in the presence of:

\_\_\_\_\_  
Name: \_\_\_\_\_ Witness

Passport/NRIC No.: \_\_\_\_\_  
Address: \_\_\_\_\_

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

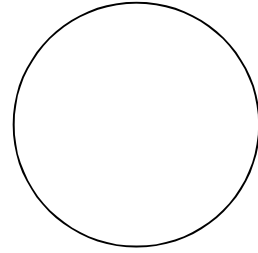
Witnessed my Hand

Address of Company: \_\_\_\_\_.

\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed

**FOR EXECUTION BY A LIMITED LIABILITY PARTNERSHIP**

The Common Seal of \_\_\_\_\_ )  
\_\_\_\_\_) )  
Was affixed in the presence of:-)



\_\_\_\_\_) Partner  
Name:

\_\_\_\_\_) Partner / Manager  
Name:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ the Common Seal of \_\_\_\_\_ was affixed to this instrument before me in accordance with its regulations (which regulations have been produced and shown to me).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Witnessed my Hand

Address of LLP: \_\_\_\_\_

**Where execution as a deed is required without seal  
(Applicable to LLPs registered in Singapore only)**

Executed and delivered as a deed  
on behalf of \_\_\_\_\_ by:

\_\_\_\_\_) Partner  
Name:

\_\_\_\_\_) Partner / Manager  
Name:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, (a) \_\_\_\_\_ and (b) \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Witnessed my Hand

Address of LLP: \_\_\_\_\_.

\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed

OR

Executed and delivered as a deed

on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Name: Partner

\_\_\_\_\_  
Name: Partner / Manager  
Passport / NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Witnessed my Hand

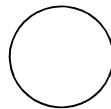
Address of LLP: \_\_\_\_\_

#### FOR EXECUTION BY INDIVIDUALS

I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.

SIGNED SEALED AND DELIVERED by:-

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC / Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport / NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

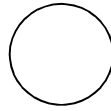
Witnessed my Hand

\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed

I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.

SIGNED SEALED AND DELIVERED by:-

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

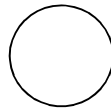
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Witnessed my Hand

I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.

SIGNED SEALED AND DELIVERED by:-

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

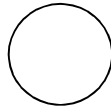
Witnessed my Hand

\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed

I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.

SIGNED SEALED AND DELIVERED by:-

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

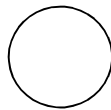
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Witnessed my Hand

I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.

SIGNED SEALED AND DELIVERED by:-

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and I have explained and interpreted the contents of this instrument to them and they have understood and voluntarily executed this instrument before me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Witnessed my Hand

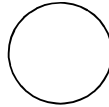
\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed

FOR EXECUTION BY UNINCORPORATED ASSOCIATIONS/SOCIETIES/SOLE PROPRIETORSHIP/FIRM/PARTNERSHIP#

SIGNED SEALED AND DELIVERED  
for and on behalf of

\_\_\_\_\_

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and  
executed this instrument before me in accordance with the regulations of the unincorporated association/society/sole  
proprietorship/firm/partnership (which regulations have been produced and shown to me).

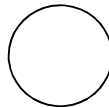
Dated this    day of \_\_\_\_\_ 20    .

Witnessed my Hand

SIGNED SEALED AND DELIVERED  
for and on behalf of

\_\_\_\_\_

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and  
executed this instrument before me in accordance with the regulations of the unincorporated association/society/sole  
proprietorship/firm/partnership (which regulations have been produced and shown to me).

Dated this    day of \_\_\_\_\_ 20    .

Witnessed my Hand

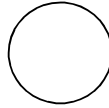
\*To be attested only if appropriate.  
<Important> The use of correction fluid is not allowed



SIGNED SEALED AND DELIVERED  
for and on behalf of

\_\_\_\_\_

\_\_\_\_\_  
Name as in  
NRIC/Passport:  
NRIC/ Passport No.:  
Address:



\_\_\_\_\_  
Witnessed by:  
Passport/NRIC No.:  
Address:

\*I, \_\_\_\_\_, an Advocate and Solicitor of the Supreme Court of Singapore hereby certify that on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me and  
executed this instrument before me in accordance with the regulations of the unincorporated association/society/sole  
proprietorship/firm/partnership (which regulations have been produced and shown to me).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Witnessed my Hand

# All partners in a partnership should sign.

\*To be attested only if appropriate.

<Important> The use of correction fluid is not allowed