

AGREEMENT TO USE COMPANY'S NAME/LOGO/MARK

1. In this Agreement, unless the context otherwise requires and unless otherwise provided in this Agreement, all words and expressions defined in the United Overseas Bank Limited Cardmember Agreement shall have the meanings respectively set out below:-
 - a. "Agreement" means this agreement between the Bank and the Employer as may be varied from time to time;
 - b. "Application" means the Bank's prescribed form for the issuance of the UOB Business Platinum Card;
 - c. "Design" means the name and/or logo and/or mark of the Employer in such form and designs as selected by the Employer;
 - d. "Employer" means the employer, particulars of which are set out in the Application form; and "Employee" means an employee of the Employer; and
 - e. "UOB Business Platinum Card" means the Platinum Business Card, whether Corporate Liability or Personal Liability (as the case may be).
2. The Bank shall provide the Employer, without any charge or fee, such Application forms.
3. The Employer shall use its best endeavour to promote the UOB Platinum Business Cards to the Employees and make available the Application forms to the Employees.
4. The Bank may reject any Application without giving any reason.
5. Subject to Clause 6, all UOB Platinum Business Cards issued to Employees by the Bank shall bear the name and/or logo and/or mark of the Employer in such form as the Bank may determine in its absolute discretion.
6. The Employer unconditionally and irrevocably consents to the use by the Bank, free of all charges or fees, of the Employer's name and/or logo and/or mark and any Design on such UOB Platinum Business Cards or on any promotional material or other documents in relation to such UOB Platinum Business Cards.
7. Upon request by the Bank, the Employer shall certify in writing as to whether the person named in the application as Carduser is under the employment of the Employer, and if so, the position held and the salary drawn by such person in the office of the Employer.
8. All fees and charges payable under this Agreement are of such amounts and/or levied at such rates as the Bank may determine at its absolute discretion and are subject to change by the Bank at any time and from time to time without notice and without giving any reason. The Bank reserves the right to levy any fee or charges for any service provided or any action taken by the Bank in relation to or in respect of this agreement.
9. This Agreement may be terminated by either the Bank or the Employer by giving one month's prior written notice to the other party. The obligations and liabilities of the Employer under this Agreement shall continue notwithstanding the termination of this by either party for any reason.
10. The Employer shall indemnify and keep the Bank fully indemnified against any loss, damage, liability, cost and expense which the Bank may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with this Agreement, including without limitation, the use of the Design.
11. The Bank is entitled in its absolute discretion and at any time to vary or amend this Agreement without giving prior notice.
12. The Employer consents that the Bank may at any time and without notice or liability disclose to any person as the Bank may deem fit (including without limitation, any member of Visa International Service Inc, any of the Bank's branches (wheresoever situate), its agents, servants, correspondents, independent contractors and/or associates; and any bank or financial institution) such information of or relation to the Employer whenever the Bank considers it in its interest to make such disclosure.
13. No forbearance or failure or delay by the Bank in exercising any right, power or remedy shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
14. This Agreement shall be governed by the laws of Singapore. The Employer hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Singapore.