In consideration of our request to you, AmBank (M) Berhad (" the Bank") to accept and/or discount the Bankers Acceptance (" BA"), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following terms and conditions: -

1. For BA drawn by us to finance the sales of goods, we hereby irrevocably authorise the Bank: -

(i) Where the related Bills (as defined in the product disclosure sheet in relation to this product) have been presented for Collection through the Bank, to utilise the related Bills' Collection (as defined in the product disclosure sheet in relation to this product) proceeds received by the Bank for settlement of the BA on maturity.

(ii) To debit our account for the BA amount plus any interest for late payment at a rate fixed or to be fixed by the Bank (notification of the rate of late payment interest will be made in writing and such rate will be effective from the date stated therein), in the event the Collection proceeds of the related Bills are not received by the Bank on the maturity date of the BA. We undertake to ensure there are sufficient funds in our account to meet the debit.

(iii) To have full control over the related Bills and the goods it covers until the BA accepted by the Bank for our account has been fully settled by us to the satisfaction of the Bank.

2. For BA drawn by us to finance the purchases of goods, we hereby irrevocably authorise the Bank: -

(i) To debit our account and settle the invoice(s) amount due to the supplier after our account has been credited with the proceeds of the BA discounted.

(ii) To debit our account for settlement of the Bank’s discharge of the BA on the maturity date of the BA. We undertake to ensure there are sufficient funds in our account to meet the debit.

3. We agree to accept any discrepancies and/or irregularities found in the shipping documents drawn under letter(s) of credit issued by the Bank and to authorise the Bank (however the Bank is not obliged so to do) to release any guarantee or reservation relating to the discrepancies and/or irregularities.

4. We further irrevocably authorise the Bank to debit our account for the full BA amount plus all charges of the BA or to earmark the available balance in our account if the balance is not sufficient for settlement of the full BA amount on maturity and subsequently to debit the full amount plus charges, if any, inclusive of the earmarked amount for full settlement of the matured BA should there are sufficient funds available in our account, without further reference to us.

5. We hereby acknowledge that: -

(i) unless expressly stated otherwise, the parties agree that any charges, commission, fees, expenses or similar amount to be used in the calculation of such charges, commission, fees, expenses ("Charges") is exclusive of any government taxes, including by way of example and not limitation, goods and services tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies or any other taxes which may now be or hereafter imposed by the Government of Malaysia.

(ii) if any supply made under or in connection with these terms and conditions is subject to any government taxes, the Bank may increase the consideration provided for by the amount of the government taxes imposed and recover additional amount from us in addition to the Charges. In this regard, we irrevocably authorise the Bank to debit our account for the full government taxes amount.

6. And if as a result of such debit the account shall be overdrawn or be in excess of the limit of any facility granted to us, we shall be liable to pay interest on the overdrawn amount at such rate or rates determined or as may be determined by the Bank (notification of the rate of interest will be made in writing and such rate will be effective from the date stated). We also agree that the Bank shall not in any way be held liable for any cheques dishonoured as a result of our account being debited or the available funds being utilised to settle the BA, save and except where such debiting was directly attributable to the Bank’s gross negligence, willful default or fraud.

7. Save and except where the such events were directly attributable to the Bank’s gross negligence, willful default or fraud, we shall indemnify and save the Bank harmless from and against all claims, actions, proceedings, liabilities, damages, losses (including foreign exchange losses), costs and expenses including any legal costs on full indemnity basis which the Bank may incur or sustain by reason of accepting and discounting the BA created by the Bank or as a result of our breach or non-compliance with the Strategic Trade Act 2010.

8. We further undertake to discharge the said BA in event the Bank determines at its discretion that the documents presented to the Bank are not in order, even though the BA rates have been agreed or contracted by the Bank.

9. Any dispute between us and the Bank arising from the BA shall be governed by and construed in accordance with the laws of Malaysia. We hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

10. We hereby irrevocably agree and permit the Bank and/or its officers to disclose any information, record of or information relating to our account/transactions to:-

(i) Bank Negara Malaysia, Central Credit Unit, Guidelines on Dishonoured Cheques Information System, Central Credit Reference Information System (CCRIS) or any other bureau or credit reporting agency or credit rating agency established pursuant to Malaysian legislation or any other governmental or regulatory authority/body, or enforcement agencies authorised under the Financial Services Act 2013, Cagamas Berhad, Credit Guarantee Corporation or such other authority having jurisdiction over the Bank or any body established by a body, agency, or authority having authority or jurisdiction over the Bank and to any third party, if required by any law;

(ii) any central depository or authorised depository agent (as those terms are defined in the Securities Industry (Central Depositories) Act 1991);

(iii) any party providing security to secure our transactions hereunder or banking facilities with the Bank (" security party") or any of the Bank’s potential transferee or assignee;

(iv) any person proposing or intending to make or tender payment towards our liabilities under the banking facilities with the Bank or pursuant to transactions hereunder; or to any person following the occurrence of an event of default;

(v) any person where such disclosure is, in the Bank’s opinion, necessary for or related to the review, due diligence or enforcement or protection or the attempted enforcement or protection of any of the Bank’s rights or interests;

(vi) any person pursuant to any corporate voluntary arrangement, judicial management, scheme of compromise, reconstruction, amalgamation, arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between our creditors and/or the creditors of any security party;

(vii) AmBank Group and to any person or company which are providing any services and expertise to the Bank relating to legal, accounting, auditing, credit, administration, processing, data management or other advisory services; and

(viii) the debt collection agents appointed by any company under the AmBank Group.

For the purpose of this clause, AmBank Group is referring to the Bank’s related corporations (as defined in Section 2 of the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

11. We hereby confirm that we have chosen the language in this document as the language of this document. This chosen language shall prevail in the event of differences in meaning over the version of this document in any other language.

By downloading, printing and submitting to AmBank (M) Berhad ('the Bank') the Bankers Acceptance (" BA") Application form from this website, we hereby confirm that we have been reminded to read, understand and acknowledge the Terms and Conditions for Bankers Acceptance (" BA") Application stated herein and fully authorise the Bank to proceed with the provision of the service.

|  |
| --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))**BANKERS ACCEPTANCE ("BA") CREATION AND DISCOUNT APPLICATION** |
| Please mark  where applicable\* Delete whichever is not applicable | Date of Application:        |
| Drawn To Finance: [ ]  Purchase From Resident [ ]  Purchase From Non-Resident [ ]  Sales To Resident [ ]  Sales To Non-Resident |
| 1. Applicant/Buyer/Seller (Full Name & Address):3. Customer Ref. No.:  | 2. Buyer/Seller (Full Name & Address): |
| 4. BA Amount (Figures):  RM       | 5. Original Bill/Invoice Amount (Currency & Figures):       |
| 6. Related \*Import/Export/Local Sale or Purchase Ref. No.:       | 7. Required Financing Tenor (In Days) or Maturity Date:       |
| 8. Brief Description Of Goods:    |
| 9. We Enclose The Above-Mentioned BA(s) No. For Your Acceptance And Discount, The Proceeds Of Which:  [ ]  Please Credit To Our Account No.:  With You Or   [ ]  Please Remit Net Proceeds of   To  For Credit Of Account No.:  In The Name Of  |
| 10. Settlement Instructions:  On Maturity Of The Bankers Acceptance, You Are Authorised To Debit Our Account No.:   Maintained With You.  |
| 11. Additional Instructions:  AMBIZ/E/BA/09-2022 |

|  |
| --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))**BANKERS ACCEPTANCE ("BA") CREATION AND DISCOUNT APPLICATION – cont’d** |
| 1. In consideration of your agreeing at our request to accept and discount the above-mentioned BA(s), we hereby certify and irrevocably and unconditionally agree to the following:
2. To fully abide by the terms and conditions for Bankers Acceptance Application under Document Reference No.: AMBIZ/E/BA/09-2022 and terms appearing in AmBank (M) Berhad’s "General Agreement By Customer(s)/Facility(ies) Agreement" and/or website and/or other relevant agreements which have been and will be advised to us by you and currently in force with AmBank (M) Berhad. This BA creation and discounting are subject to the prevailing "Guidelines On Bankers Acceptance" and any amendment(s) thereto issued by Bank Negara Malaysia (" BNM"), which we have fully complied with.
3. That the supporting documents presented by us to you for the acceptance and discounting are related to trade transactions where there are tangible goods and there is a genuine transfer of the title of the goods concerned.
4. That we have not obtained and shall not obtain financing by any other means for the relative or the same trade transactions, including leasing, hire purchase and factoring.
5. That the trade transactions are between two related companies which are separate legal entities and the transactions were undertaken at arm's length and there is genuine transfer of the goods. "Related Companies" shall have the meaning as specified in Section 7 of the Companies Act 2016.
6. That the goods purchased are not intended to be part of our fixed assets while the goods sold are not subject to a "Sale And Lease-Back Agreement" or "Hire Purchase Terms".
7. That the trade transactions are not between two business entities which are sole proprietorships, where the proprietors are the same person, or between two " business" entities which are partnerships in which the majority of partners are the same persons.
8. To safekeep the original supporting documents that have been returned to us after your checking and to produce them for sighting by AmBank (M) Berhad or BNM or auditors as and when required.
9. We shall comply with the prevailing foreign exchange regulations issued by BNM relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. In relation to export of goods, we confirm that the proceeds derived from the export of goods will be received within six (6) months from the date of shipment subject to exceptions which BNM may allow and announce in its official website at [www.bnm.gov.my/fep](http://www.bnm.gov.my/fep) from time to time.
10. We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all the regulations and requirements connected thereto.
 |
| We hereby confirm that we have chosen English as the language of this form. English language shall prevail in the event there are differences in meaning over the version of this form in any other languages.**REMINDER: You are hereby reminded to read and understand the terms and conditions contained in this document before signing/affixing the company’s seal below. In the event there are any terms and conditions in this document that you do not understand, you are hereby advised to discuss further with the Bank’s authorised staff, representative or agent before signing/affixing the company’s seal below.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**AMBIZ/E/BA/09-2022 |