|  |
| --- |
| **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   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/MTC-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 in AmBank (M) Berhad's "Master Trade Terms and Conditions" as executed by us and/or other relevant agreements which have been and will be advised to us by you and currently in force with AmBank (M) Berhad.
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 safe keep the original supporting documents that have been returned to us after your checking and to produce them for sighting by AmBank (M) Berhad or Bank Negara Malaysia ("BNM") or auditors as and when required.
9. We shall comply with the prevailing foreign exchange regulations issued by BNM relating to dealing 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.my/fep](http://www.bnm.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/MTC-BA/09-2022 |