

To: United Overseas Bank (Malaysia) Bhd (271809K)

TERMS AND CONDITIONS GOVERNING CREDIT BILLS PURCHASED

The application for Credit Bills Purchased for [insert amount] against Letter of Credit no:.....is made subject to the following terms and conditions. We agree to the following terms and conditions:-

1. Documents accompanying any Letter of Credit presented to United Overseas Bank (Malaysia) Bhd ("the Bank") for negotiation or discounting must be in full compliance with the terms and conditions stipulated in the relevant Letter of Credit ("LC") or authorised by the LC issuing bank to negotiate, discount or payment whichever is applicable.
2. The commission, interest rate, charges, fees and financing tenor for each transaction shall be at the Bank's sole and absolute discretion.
3. Interest at the rate prescribed by the Bank shall be charged on the LC amount negotiated, discounted or paid commencing from the date of negotiation, discounting or payment as the case may be until the date the Bank receives full payment of the LC amount negotiated, discounted or paid such interest charges shall be incurred as follows: -
 - (a) by way of the Bank debiting our current account with the Bank upon receipt by the Bank of proceeds from the issuing/reimbursement bank; or
 - (b) by way of deduction upfront from the discounted proceeds.
4. Commission at such rate prescribed by the Bank shall be borne by us.
5. All charges required to be paid under the terms of the documents accompanying the LC are to be borne by us.
6. We are liable to pay for any taxes or levies which as at the date of this application or at any date subsequent to the date of this application, is required by law to be paid to any body or authority having jurisdiction over the Bank, in respect of any moneys charged or incurred by the Bank in relation to this application. Any taxes or levies incurred by the Bank in relation to this application shall be borne by and charged to us and in the event that the Bank shall effect payment on our behalf, we shall be liable to reimburse the Bank for such amounts paid.
7. The Bank's negotiation, discounting or payment of the LC shall be without prejudice to its right of recourse against us and the drawee in the event of non payment by the drawee of the amount due under the LC, whether such non payment is due to discrepancies in documents and the terms and conditions of the LC or otherwise. We shall be liable to pay to the Bank the amount due under the LC in the currency stated therein at the prevailing rate as determined by the Bank at its absolute discretion.
8. The Bank's agreement to negotiate, discount or pay any LCs at any one time pursuant to the terms stated herein shall be at the Bank's absolute discretion and subject to the LC issuing bank being acceptable to the Bank. The Bank shall be under no obligation to accept any LCs forwarded to the Bank for negotiation or discounting or payment.
9. 3.5% per annum above the Bank's Base Lending Rate or such other rates as may be prescribed by the Bank from time to time at its sole and absolute discretion, to be calculated on monthly rests or such other periodic rests as the Bank may prescribe, shall be charged on all monies outstanding and payable to the Bank including all interest, fees commissions and charges not paid when due, from the date of such default until the date of full payment thereof, both after as well as before any demand or judgement, and notwithstanding that the banker and customer relationship may have ceased or have been terminated.
10. We guarantee and assume full responsibility for the genuineness, regularity and validity of the bill of lading and other documents attached to the bill(s) of exchange drawn by us and the drawee(s) and also the character, quantity, quality and condition of the merchandise mentioned in the bill(s) of lading and/or other documents.
11. We agree to be responsible for and to bear the consequences for the loss or late or non-arrival of part or all of the bill(s) and documents or for any loss or damage which may happen to the said merchandise whether during its transit by sea, air or land or after its arrival or by reasons of the non-insurance or insufficient insurance thereof or by whatever cause,

or for the stoppage, or detention thereof by the shipper or any party whatsoever, engaging ourselves duly to reimburse you with whatsoever sum that may be due to you with respect to the discount and purchase of the bill(s).

12. We also agree that the title to property in the said bills(s) and the documents relative thereto and the merchandise represented thereby and the whole of the proceeds thereof shall be and remain in you until payment of the bill(s) and of all sums that be due on the bill(s) or otherwise and the payment of any and all other indebtedness and liability. And, we hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion without notice to us.
13. We further agree that the bill(s) and accompanying documents, after receipt from us by the Bank on the terms and conditions stated above will be on our responsibility, received and held by the Bank, and forwarded by the Bank for realisation by the Bank's collecting agents at destination subject to all government regulations, restrictions and taxes and other dues both at Malaysia as well as the place of destination of the shipment and the bill(s), and we hold ourselves fully responsible to the Bank and to the Bank's agents for the due compliance with each compliance with each requirement, regulation, order or restriction of any government department or of any authority made given or imposed in connection with the shipment of the merchandise or with the Bill(s) of Exchange or its negotiation and collection.
14. All costs and expenses (including but not limited to legal costs on a full indemnity basis) connected with the processing of the transactions and recovery of monies owing hereunder shall be payable by us, on a full indemnity basis, together with interest from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may at its sole and absolute discretion prescribed from time to time.
15. Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time to debit our account, current or otherwise and/or to debit the balance of the overdraft facility (if any) with all accrued interest, unpaid principal, outstandings in respect of indemnities, fees, commission, charges, costs and expenses and all other monies due hereunder provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in our account) or a waiver of any event of default. If such debiting causes our account to be overdrawn, interest at the applicable default rates shall be payable accordingly.
16. Interest on any principal monies for the time being secured by these Terms and Conditions including capitalised interest shall at the end of each calendar month or such other periods as the Bank may stipulate be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest at the rate prescribed by the Bank and be secured and payable accordingly and all the covenants and conditions contained in or implied by these terms and conditions, and all powers and remedies conferred by law or by these terms and conditions and all rules of law or equity in relation to the said principal sum and interest shall equally apply to such capitalised arrears of interest and to interest on such arrears.
17. These Terms and Conditions shall continue to be valid and binding notwithstanding any change in our constitution, if a corporation by amalgamation, consolidation, reconstruction or otherwise, and if a firm by retirement, expulsion, death, admission, accession or change of partners or otherwise.
18. The Bank shall be entitled (but not obliged) at any time and with prior notice to us, to combine, consolidate or merge all or any of our accounts and liabilities with and to the Bank, whether singly or jointly with any other person. In addition, the Bank can after giving 7 days' notice to us, transfer or set off any sums in credit in such accounts in or towards satisfaction of any of our liabilities whether actual or contingent primary or collateral joint or several. If any of the account in credit is expressed in a currency other than the currency of the liabilities, the Bank may convert them into the currency of the liabilities at the Bank's own rate for their purchase or exchange then prevailing.
19. The Bank may neglect or forbear to enforce any of the terms herein or waive such conditions as it deems fit or any breach by us of the same without prejudice to its right at any time afterwards to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach.
20. We authorise the Bank and/or its officers to make use of, disclose, divulge or reveal any information relating to us and/or our accounts and/or the transactions in such manner and to such extent as the Bank shall from time to time consider necessary to:-

- (a) any members of the Bank's Group (being the bank's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia) for any of the following purposes:-
- (i) providing us with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) promoting, improving and furthering the provision of other services by the Bank or any member of the Bank's Group to us;
 - (v) fraud or crime prevention;
 - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
 - (vii) debt collection;
 - (viii) outsourcing the Bank's operations;
 - (ix) performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
 - (x) facilitating the performance of the function of the Bank or any members of the Bank's Group;
 - (xi) compliance with the Bank's Group's policies, guidelines, directives or requirements;
 - (xii) corporate exercise;
 - (xiii) any legal process initiated by or served on the Bank;
- (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) to any person, whether in Malaysia or elsewhere, which the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) the Bank's auditors, solicitors, and professional advisors;
- (g) the Bank's stationery printers, vendors of the computer systems the Bank uses, and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank engages;
- (h) any receiver the Bank appoints or appointed by any other party;
- (i) any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Bank and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (l) for transactions effected or processed with or without our authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machines card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any members of the Bank's Group;
- (n) any person to whom the Bank or any members of the Bank's Group is permitted or required to disclose to under the law of any country; and
- (o) any other person to whom such disclosure is considered by the Bank to be in the Bank's interest, or the interest of any members of the Bank's Group.
21. The certificate of the Bank shall be conclusive evidence as to the amount outstanding, due and payable by us and shall be binding on us for all purposes whatsoever including for purposes of any legal proceedings.
22. All sums paid or recovered in respect of our liabilities hereunder will be applied by the Bank in satisfaction of all charges, fees, interest and/or principal in such proportions and such order of priority as the Bank shall think fit in its absolute discretion.
23. Where the phrase "we" comprises of two or more persons or parties, the terms and conditions stipulated herein shall be binding on such persons or parties jointly and severally.

24. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the other terms or provisions herein contained.
25. The Bank can revise the commission, interest rate, fees and charges from time to time. However, any changes to fees and charges can be made by the Bank at any time at its absolute discretion, subject to the Bank giving us advance notice of 21 days.
26. The Bank can add, alter, vary and modify any or all of these Terms and Conditions at any time at the Bank's discretion by notice to us.
27. The Bank may send notices and communication to us in any of the following manner:-
 - (a) by post to the last known address notified by us to the Bank; or
 - (b) by electronic transmission (such as facsimile, mobile phones or the internet); or
 - (c) by posting at any of the branches of the Bank or the Bank's website.
28. The notices and communications from the Bank are deemed to have been received by us:-
 - (a) if sent by post, three days after posting even if it is undelivered or returned;
 - (b) if sent by electronic transmission, immediately upon transmission;
 - (c) if posted at any of the branches of the Bank or the Bank's website, at the time of posting.
29. If the Bank becomes wholly or partly unable to observe or perform the terms of this document because of causes beyond the Bank's reasonable control, including equipment, system or transmission link malfunctions, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any Government or regulator or competent jurisdiction, or by any other causes which the Bank cannot reasonably be expected to avoid, the performance of the Bank's obligations affected by such causes will be excused as long as such causes continue. The Bank will not be liable for any delay, loss, damage or inconvenience because of any of the abovementioned causes.
30. The Bank and the Bank's Group can act in any way they see fit, without consulting us beforehand, if they are served with a court order issued by a court of any jurisdiction. We agree that we will not hold the Bank liable for any loss or damage in connection with their actions.
31. These Terms and Conditions are subject to the laws of Malaysia and we submit to the non-exclusive jurisdiction of the Courts of Malaysia.

Signed by:

Authorised Signature(s)

Name of Applicant:

Address:

Date: