

ISLAMIC TRADE PRODUCT TERMS & CONDITIONS (ONLINE SUBMISSION)

The following terms and conditions shall govern the Islamic Trade Products you have applied for with United Overseas Bank (Malaysia) Bhd (the “Bank”) by way of submission of your application to the Bank including but not limited to submission via Infinity (this “Application”):

GENERAL TERMS & CONDITIONS

1. This Application is governed under UOB Business Internet Banking Service Agreement and subject to the terms and conditions of the Bank's Letter of Offer, each of the product's Master Agreements and other related terms and conditions stipulated therein, as may be varied or supplemented by the Bank from time to time. In the event of any inconsistency, the terms and conditions in this Application shall prevail.
2. The Bank reserves the right to request for original supporting documents from time to time for the purpose of validation and reconciliation concerning your application, and you are required to provide the same without further delay failing which the Bank reserves the right to cease processing this application.
3. You confirm, represent and warrant that all statements and other information or document provided in connection with this Application are true and accurate and you shall undertake full responsibility for and accept all consequences of any inaccurate or untrue statement, information or document being furnished to the Bank. You also hereby undertake to present to the Bank for inspection all relevant documents in support thereof at the Bank's request.
4. Your applications will be processed based on the available trade limits and approved terms. For financing applications, the financing tenure applied or indicated by the Customer may be accommodated up to the maximum available financing tenure under the approved terms as may be determined by the Bank. Where financing amount and/or maturity date computed by the Bank differs with your application or instruction, the Bank will consult you before proceeding further.
5. You acknowledge and agree that the Bank is under no obligation whatsoever to accept or effect any application or instruction which might, in the Bank's opinion, be contrary to any law, regulation, directive, sanction, or request of any jurisdiction, or if the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been, or will be, or may be committed. In this regard, the Bank will not be liable for any loss or damage incurred or suffered as a result of such refusal which is done in compliance with such law, regulation, directive, sanction or request.
6. You shall be liable to pay any and all taxes or levies which is required by law, Shariah, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over the Bank in respect of any monies payable in connection with this application. Any such taxes or levies incurred by the Bank shall be borne by and charged to you and in the event the Bank shall effect payment, you shall be liable to reimburse the Bank all such amounts paid.

7. You declare that the goods are 'Shariah-Compliant' goods. You further declare and agree that the Bank reserves the right to reject your application if the goods are not 'Shariah-Compliant' goods in accordance with the Bank's policy and requirements.
8. In consideration of the Bank processing this Application, you hereby agree to pay and/or the Bank is hereby authorized to debit your account(s) for financing amount, profit due based on the profit rate quoted to you, commission, fee & charges and all expenses including Takaful contribution/Insurance premium and the Bank agents' charges pertaining to each of the products specified herein. All sums payable to the Bank shall be paid free of any deduction or withholding on account of any tax, levy or charge.
9. You hereby further agree:
 - i. To the extent permitted by law, Shariah and unless it is due to the Bank's gross negligence or wilful misconduct, to indemnify and keep the Bank indemnified fully against any losses, damages, claims, penalties, expenses, costs (legal or otherwise including costs on a solicitor and clients basis) which may be suffered by the Bank or claimed against the Bank as a result of processing your trade application / instructions herein and/or as a result of its discharging any of your mandate given to the Bank from time to time.
 - ii. That the Bank or any agent, servant, employee, officer, or director shall have no liability whatsoever (whether in contract, tort or otherwise) to you save as a result of gross negligence or willful default on the part of the Bank provided always that the Bank and the aforesaid persons shall in any event have no liability whatsoever (whether in contract, torts, or otherwise) to you for any special, indirect, unforeseeable, consequential or punitive damages (including without limitation any loss of profit, business or anticipated savings) all of which you hereby agree are expressly excluded.
10. You confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank (available at <https://www.uob.com.my/default/privacy-policy.page>) as it may relate to the processing of your personal data. You further confirm that if you have provided any personal data of third party individuals, you have procured their consent to disclose their personal data to the Bank for the purpose of this Application and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.
11. Your Application shall be governed and interpreted in all respects in accordance with the law of Malaysia and you agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.
12. In the case of a partnership, Your Application shall bind all partners jointly and severally notwithstanding any change in the constitution or name of the firm or retirement or death of any partner or the introduction of any further partner. Any demand for payment made by the Bank to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made to all such persons. The Bank may release or discharge any one or more of such persons from liability or compound with, accept compositions from or make any other arrangements with any one or more of such persons without releasing or affecting the Bank's rights and remedies against any such other persons.
13. Any provision of this Application which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions in this Terms and

Condition/ Application and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.

14. If the supporting documents pertaining to this Application (including but not limited to Shariah Contract Notes and/or any other relevant shariah documents) are to be signed by more than one persons ("the Original Signatories") and any one or more of the Original Signatories fails to sign the same or having signed is not bound by this application (whether by reason of lack of capacity or improper execution of this application or for any other reason whatsoever), the remaining Original Signatories shall continue to be bound by the terms and conditions of this Application.

SPECIFIC TERMS AND CONDITIONS

These Specific Terms and Conditions shall apply in addition to the General Terms and Conditions for online submission via Infinity as listed above.

A) LETTER OF CREDIT – i (LC-i) APPLICATION

1. You request the Bank to issue the irrevocable documentary credit for your account in accordance with the instruction furnished by you. The documentary credit will be subject to the current Uniform Customs and Practice for Documentary Credits and other applicable rules issued by International Chamber of Commerce.
2. You authorize the Bank to, on the basis of the documents alone, accept and / or pay all drafts and / or documents drawn upon you the Bank pursuant hereto.
3. The Bank may restrict negotiation under the Letter of Credit-i to its own offices or to any correspondent or agents of its choice.
4. The Bank is authorized to instruct any bank or branch concerned to dispatch any draft(s) and / or any documents by one or more mail or any other method of conveyance.
5. You undertake to pay on presentation or to accept presentation and pay at maturity drafts and / or documents honoured or negotiated within the terms of the Letter of Credit-i.
6. The Bank may reject the documents if there is / are discrepancy(ies) in the documents against the Letter of Credit-i terms.
7. In respect of examination of documents drawn under the Letter of Credit-i by the Bank, determination of compliance by the Bank shall be final.
8. You shall ensure the proper fulfillment of the contract between the seller and the buyer. The Bank's duty is simply to receive documents on behalf of you, which purport to comply with the condition stated when opening the Letter of Credit-i.
9. You hereby consent the Bank to have a lien on all goods, documents, policies and Takaful/Insurance certificates and proceeds thereof with full power of sale over said goods, for any obligations or liabilities present or further incurred by the Bank under and arising out of this Letter of Credit-i.
10. In instances where you requested the Bank to nominate a reimbursing bank and/or the Bank nominates a reimbursing bank, the Letter of Credit-i will also be subject to the current Uniform Rules

for Bank to Bank Reimbursements under Letter of Credit-i by International Chamber of Commerce. If the documents are presented with discrepancy(ies) by the nominated bank and/or confirming bank and any fees and charges are incurred by the Bank in relation to this, you undertake to pay the Bank such fees and charges so incurred from the date the Bank's nostro account is debited or from the date of remittance from the nominated bank and/or confirming bank to the date of acceptance of discrepancy(ies) by you. The amount payable shall be at its prevailing foreign currency fee and charges rate.

11. The Bank may convert into Malaysian Ringgit equivalent, all drafts and documents negotiated under this credit at the prevailing rate of exchange at any time after the receipt of cable of negotiation or the relative draft and documents, unless otherwise arranged.
12. You certify that the import of the relevant goods is not prohibited or restricted and that you hold and undertake to exhibit to the Bank a valid license where such license is required.
13. The Bank is authorized to accept Takaful certificates / Insurance policies issued by other countries with clauses, which are equivalent to the Institute Cargo clauses.
14. If the Takaful/Insurance is to be covered by the buyer, you undertake to produce to the Bank within three (3) working days from date of this application, a/an Takaful certificate/Insurance policy acceptable to the Bank and in its name for the Letter of Credit-i value plus at least 10 percent, failing which the Bank may effect Takaful/Insurance at your expenses but the Bank is not obligated to do so.
15. The Bank is authorized to make any additions to the documents and/or terms and conditions specified under the Letter of Credit-i, with notice to you, which the Bank may consider necessary including compliance with government regulations but the Bank is not obligated to do so.
16. The Bank is hereby authorized to debit your current account with the Bank for the documents drawn under the Letter of Credit-i and if:-
 - i. as a result of such debit, your current account may be overdrawn, you agree that fee and charges including Ta'widh (compensation) shall accrue thereon at such rate as may be determined by the Bank and be payable together with other customary bank charges which the Bank may impose;
 - ii. The Bank shall not be liable for the dishonour of any cheque drawn by you on the account if as a result of debiting your current account, there are insufficient funds for payment of the same;
17. To pay on presentation the full amount drawn or to accept on presentation and pay at maturity the full amount and without any deduction or allowance in respect of the sum deposited by you with the Bank, or earmarked by the Bank in your current account as marginal deposit in accordance with the provisions of clause 18 below appearing herein, the draft(s) and / or documents drawn under the Letter of Credit-i even should the merchandise be diverted or over-carried or fail to arrive or be refused landing at destination due to whatever cause.
18. That the Bank is authorized to earmark / debit your current account(s) the required marginal deposit as determined by the Bank or any such additional deposit as may be demanded from time to time. You consent and authorise for the Bank to utilise your fund that may arise as a result of the

earmarking / debiting or holding of monies in any manner and for any purpose which are Shariah compliant.

19. That the Bank is hereby authorized and empowered to apply the above deposit (marginal/additional) by:
 - i. setting off the same against the amount due on the draft(s) and / or documents drawn under the Letter of Credit-i or any other monies due to the Bank hereunder; or
 - ii. Crediting it to the Bank against any indebtedness which may now exist or hereafter arise by you to the Bank in respect of any other account dealing or transaction between you and the Bank. It is agreed and understood that you shall not be entitled to claim the refund of the said deposit until and unless the draft(s) and /or documents under this Letter of Credit-i and all other monies which may be due to the Bank hereunder shall have been paid in full and any other indebtedness by you to the Bank in respect of any other account dealing or transaction between you and the Bank have been settled.
20. In case of any extension or renewal of the Letter of Credit-i, increase or other modification of its terms, the agreements shall continue to be binding upon you in all respects to the Letter of Credit-i as so extended, renewed, increased or modified.
21. In order to facilitate your instructions in the Letter of Credit-i application, the Bank is authorized to issue the Letter of Credit-i through its oversea's agent. Your liability under Letter of Credit-i shall not be in any way prejudiced, affected or diminished by reason that the Letter of Credit-i was reissued through the Bank oversea's agent and shall remain in full force and effect.

B) BANK GUARANTEE-i (BG-i) APPLICATION

1. In the event you apply to backdate the effective date of the BG-i, you confirm that there are no liabilities outstanding during the back-dated period. You further irrevocably authorize the Bank to set-off the claim from the earmarked account indicated in your application if there is a claim submitted for the back-dated period. You irrevocably and unconditionally authorise the Bank to make payment under the Bank Guarantee-i upon its receipt of the demand by the beneficiary.
2. You further acknowledge and agree that when a demand or claim is made on the BG-i, the Bank is not under any obligation to notify you about the demand or claim before making payment to the beneficiary.
3. That the Bank is authorized to earmark / debit your current account(s) the required marginal deposit as determined by the Bank or any such additional deposit as may be demanded from time to time. You consent and authorise for the Bank to utilise your fund that may arise as a result of the earmarking / debiting or holding of monies in any manner and for any purpose which are Shariah compliant.
4. That the Bank is hereby authorized and empowered to apply the above deposit (marginal/additional) by:
 - i. setting off the same against the amount due under BG-i or any other monies due to the Bank hereunder; or

- ii. Crediting it to the Bank against any indebtedness which may now exist or hereafter arise by you to the Bank in respect of any other account dealing or transaction between you and the Bank. It is agreed and understood that you shall not be entitled to claim the refund of the said deposit until and unless there is full discharge under the BG-i and any other indebtedness by you to the Bank in respect of any other account dealing or transaction between you and the Bank have been settled.

C) TRUST RECEIPT– i (TR- i) APPLICATION

1. In consideration of the Bank delivering to you the transport documents/documents of title (the “Documents”) relating to the goods specified in the Documents (pledged to the Bank on the terms that such Documents and goods to which the proceeds from the sale of the halal raw materials/trading goods shall be held by you on trust for the Bank in clearly identifiable funds separate from its other funds and used to retire the TR-i on or before the maturity, being the same date as the Selling Price is due under the Tawarruq Contract Note attached in the Letter of Offer.
2. You shall pay the Bank the outstanding sum in Ringgit Malaysia/foreign currency on deferred terms on account of the monies for which the Documents and goods described above are pledged for the stated Commodity Transaction by the due date together with the outstanding profit, costs, charges, taxes, levies, duties and expenses.
3. You shall take delivery of the goods to which such documents relate exclusively for the purpose of selling them to buyers to whom you are not indebted or under any liability. You shall sell or dispose of the goods for the full value and on customary commercial terms to such buyers. You acknowledge that you will bear the entire risks and expenses associated with delivery of the goods.
4. You shall land, store, and hold the goods as your property, which you hereby pledge and deliver to the Bank as security for all amounts owing under this Trust Receipt-i. The Bank have the right to enter your premises or other place(s) where the goods may be to inspect the goods at any time.
5. You shall not sell or dispose of any of the goods on deferred terms (other than normal trade credit), for any non-monetary consideration, or for less than the current market value out of the ordinary course of business. You shall promptly account to the Bank for the proceeds and apply them toward settlement of the Trust Receipt-i obligations.
6. You shall at all times at your cost and expense, cover/insure and keep the goods covered/insured to at least ten percent (10%) above their invoiced value or such other amounts as the Bank may require (“the Required Value”) against all coverable/insurable risks including without limitation to theft fire and flood for the Bank’s benefit and to hold the policies and the proceeds on trust for the Bank and in the case of loss or damage to the goods howsoever caused to pay over to the Bank immediately all monies received from the takaful operator/insurers or otherwise in respect of such loss or damage and to make up any deficiencies should the goods have not been covered/insured up to the Required Value or should such value not recoverable for any reason. You shall at your cost and expense, take all steps necessary towards the recovery of any loss or damage suffered by the Bank in respect of the goods, including if required by the Bank, commencing proceedings in your own name or in the joint names of the Bank and you. You shall keep all takaful/insurance monies received from the goods separate and distinct from all other monies relating to or arising from any other transactions.

7. You shall hold the Documents, goods, any monies received pursuant to Clause 4 and 6 of Item C above and all other monies due to or received by you as a result of any demands, claims proceedings, judgments, settlements or otherwise concerning the goods as continuing security for the payment of all monies and/or liabilities (whether actual or contingent) now or at any time hereafter become due to the Bank from you alone or jointly with any others on any account(s) whatsoever and for monies paid or advanced in respect of any bills, notes or drafts accepted, paid, prepaid, negotiated or discounted together with profit (at the rate as agreed between the Bank and you or such other rate as may be determined by the Bank in writing from time to time with notification to you), commission, bank charges, costs (including but not limited to legal costs on a full indemnity basis) and expenses (including but not limited to expenses incurred in the Bank's retaking possession, sale or storage of goods and the enforcement of the Bank's rights against you in connection with the Trust Receipt-i.
8. You shall pay all freight warehouse dock transit and other charges rent and all other costs of and incidental to the goods including but not limited to charges incurred in connection with the discharge, clearance, carriage, storage, inspection, and/or sale of the goods as well as any import duty and other taxes and you shall indemnify and keep the Bank fully indemnified against the same.
9. You shall at all times keep the goods identifiable from any other produce for goods whether belonging to yourselves or to any other person. You shall advise the Bank of the where about of the goods at all times
10. You shall forward to the Bank copies of your sale invoices for the goods immediately on the same being issued showing the name of the buyers and the total sale price in each case. Submission can be done physically over the counter or online.
11. You shall execute any bills of exchange and/or documents that the Bank may require to be executed in connection with the Trust Receipt-i or the Bank's security over the Documents and/or goods and to forward to the Bank all such duly executed documents immediately upon execution. Submission can be done physically over the counter.
12. You shall advise the Bank on any change in the state, condition, quality or quantity of the goods and to keep the goods and the proceeds of the goods free from any mortgage, charge, pledge, lien or other encumbrances.
13. You shall notify the Bank immediately if the goods not sold or returned or the Documents representing the goods or the proceeds of sale not received within 28 days from the date of the release of the goods or the Bank's release of the Documents to you. The Bank may (but is not obliged to) then make other arrangements for the sale of the goods or the recovery of the proceeds of sale of the goods as the case may be. Notification can be provided in writing to the Bank by over the counter or by online.
14. You shall return to the Bank all the Documents and the goods represented by the Documents thereby in respect of which the Bank have not then received the proceeds immediately upon the Bank's first demand or upon occurrence of any event of default in any agreements in relation to any banking facilities granted by the Bank to you relating to the Trust Receipt-i. You irrevocably authorise the Bank, the Bank's servants or agents for the purpose of taking possession or making inspection of the goods to enter your godown or other places where the goods may be without notice to or consent from you and you agree that the Bank may at any time after receiving possession of the goods thereof and without notice to or consent from you sell the goods by public

or private sale or realise them in such manner as the Bank considers appropriate upon such terms and conditions and at such price or for such price consideration as the Bank shall in their discretion consider appropriate and apply the net proceeds (after deducting all fees and expenses in relation to the sale and realization) of sale on or towards satisfaction of the amount then owing by you to the Bank.

15. Save and except it is due to the gross negligence or wilful misconduct on the Bank's part, the Bank shall have no responsibility whatsoever for the correctness, validity, genuineness or sufficiency of the Documents handed to you or for the existence, character, quality, quantity, condition, packing value or delivery of the goods.
16. The Bank may send the Documents to you by post (registered or ordinary) to your registered address, your correspondence address as stated in the Bank's system or such other address as notified by you in writing from time to time. Such posting shall be deemed effective release of the Documents to you.
17. In the event of non payment by you of any monies payable under the Trust Receipt-i on the due date or on demand, if so payable, you shall pay the Bank both before as well as after any demand or judgement a late payment compensation (Ta'widh) from the day following the due date or the date demand is made until such time as the said monies have been received from you in full.
18. No failure or delay on the Bank's part in exercising any right power or remedy accruing to the Bank upon any default on your part shall impair such right, power or remedy or be construed as a waiver or an acquiescence in such default nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the right or any other right, power or remedy. The rights, power and remedies in the Trust Receipt-i provided are cumulative and are not exclusive of any rights, power or remedies provided by law.
19. This Trust Receipt-i is of continuing effect notwithstanding the death, bankruptcy, liquidation, incapacity or any change in the constitution of any of yours or any settlement of account or other matter whatsoever. The Trust Receipt-i is in addition to and shall not merge with or prejudice or affect nor shall it be prejudiced or affected by, the Bank's general banker's lien or any right, remedy, guarantee, indemnity, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Bank or by any invalidity thereof. The Bank may at any time deal with, exchange, release, vary, enforce or abstain from perfecting or enforcing any of the same or any rights which the Bank may now or hereafter have or give time for payment or grant any indulgence or waiver or compound and/or make any other arrangements with any person as the Bank consider appropriate, without affecting our liability under this Trust Receipt-i.

D) INVOICE FINANCING-i (IF-i) APPLICATION

1. The Bank have been appointed by you to be your agent in the dual agency arrangement pursuant to the Appointment of Agency as described in the Letter of Offer in order to complete the Commodity Transaction.
2. You hereby irrevocably authorise and instruct the Bank to disburse the proceeds from the conclusion of the Sale Transaction in accordance to your instruction. Your instruction shall mean

your instruction in the submission of the application including but not limited to submission via Infinity.

3. You hereby represent, warrant and undertake to the Bank as follows, that:
 - a) if you are seller, you have delivered the goods which are the subject of the above stated invoice(s) in good order and condition OR if you are buyer, you have purchased and received the goods which are the subject of the above stated invoice(s) in good order and condition;
 - b) this application is not applicable for request for financing to reimburse the Applicant, if you are seller, you have not been paid for to date OR if you are buyer, you have not paid to date;
 - c) transaction(s) underlying the invoice(s) is/are bona fide transaction(s) concluded on reasonable commercial terms;
 - d) transaction(s) underlying the invoice(s) is/are not transaction(s) made with related corporation(s), associated corporation(s) or corporation(s) which are controlled by any of your directors, shareholders, officers or employees, except where the prior written consent of the Bank has been obtained;
 - e) you shall pay to the Bank, the entire proceeds of sale in respect of the goods immediately when received without any set off or deduction whatsoever. Pending payment of such sale proceeds of goods to the Bank, you shall hold the entire proceeds of sale as trustee for the Bank absolutely and without intermingling them with other moneys; and
 - f) you will not hold the Bank liable for any loss suffered or incurred by you should the Bank reject your application save and except if such decision is arising from or due to the Bank's gross negligence or wilful misconduct.

E) ACCEPTED BILLS –i (AB-i) PURCHASE APPLICATION

1. With reference to the Letter of Offer, upon the purchase of the goods by you (acting on behalf of the Bank), you hereby irrevocably undertake to purchase the same goods from the Bank at the Selling Price which shall be payable in accordance with the methods as may be determined by the Bank.
2. In relation to purchase/ import: you shall execute and deliver to the Bank the Contract Note-Purchase/Import based on the Shariah principle of Murabahah together with your financing application via Infinity.
3. You certify that the Accepted Bills-i financing ("AB-i Financing") applied are for your trade transactions namely, imports to and exports from Malaysia, and domestic trade. You further certify that no other financing had been or will be obtained by you for the same invoices from any other bank or financial institutions.
4. You hereby request the Bank to credit the proceeds of disbursement of the application as per instructions. The Bank may at their discretion, credit the proceeds of disbursement in any mode of

payment as reasonable, and any applicable fees and charges shall be borne by you.

5. The financing rate shall be determined by the Bank from time to time and it will be informed to you at the time when you request the Bank to accept the AB-i Financing.
6. You represent and warrant to the Bank that the transactions and documents referred to or contemplated in this application do not contravene any law, regulation, directive, sanction or request of any jurisdiction including applicable Foreign Exchange Policy Notices. In the event of any guidelines or directives issued by Bank Negara Malaysia or any regulatory bodies governing Accepted Bills-i from time to time, you agree to comply with the requirements.

F) ACCEPTED BILLS – i (AB-i) SALE APPLICATION

1. With reference to the Letter of Offer and in relation sales/export: the Contract Note – Sales/Export based on the Shariah principle of Bai' Al-Dayn.
2. You certify that the Accepted Bills-i financing (“AB-i Financing”) applied are for your trade transactions namely, imports to and exports from Malaysia, and domestic trade. You further certify that no other financing had been or will be obtained by you for the same invoices from any other bank or financial institutions.
3. For any application for AB-i Financing presented for your exports from Malaysia, you undertake to deliver to the Bank the original export bills for collection. Submission can be done over-the-counter. You agree that the proceeds received pertaining to the export bills will be held by the Bank as security for all monies paid or advanced until your obligations pertaining to the AB-i Financing have been fully discharged or payment for all money owing to the Bank is fully settled.
4. You hereby request the Bank to credit the proceeds of disbursement of the application as per instructions. The Bank may credit the proceeds of disbursement in any mode of payment as reasonable, and any applicable fees and charges shall be borne by you.
5. You represent and warrant to the Bank that the transactions and documents referred to or contemplated in this application do not contravene any law, regulation, directive, sanction or request of any jurisdiction including applicable Foreign Exchange Policy Notices. In the event of any guidelines or directives issued by Bank Negara Malaysia or any regulatory bodies governing Accepted Bills-i from time to time, you agree to comply with the requirements.