

CONVENTIONAL TRADE PRODUCT TERMS & CONDITIONS

The following terms and conditions shall govern the Conventional Trade Products you have applied for with United Overseas Bank (Malaysia) Bhd (the “Bank”):

A) DOCUMENTARY CREDIT 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 acknowledge and agree that the Bank is not under any obligation to issue the irrevocable documentary credit or to accept or effect any 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. The Bank does not need to disclose the reason nor any information arising from the refusal to you, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, AND the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal.
- 3) 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.
- 4) Your application is subject to the terms and conditions of the Bank’s Letter of Offer (if any) and the Master Agreement for Irrevocable Documentary Credit(s), each as may be varied or supplemented from time to time.
- 5) Your application shall be governed and interpreted in all respects in accordance with the law of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia and you irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.

B) BANK GUARANTEE APPLICATION

- 1) You acknowledge and agree that the Bank is not under any obligation to issue the Bank guarantee or 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. The Bank does not need to disclose the reason of such refusal nor any information in relation to the refusal, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, and the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal.

- 2) You irrevocably and unconditionally authorise the Bank to collect all fees, commission and other charges incurred or payable pertaining to this application and the issuance of the Bank guarantee together with taxes and levies in the manner stated in Clause 1 above.
- 3) Your application is subject to the terms and conditions of the Bank's Letter of Offer (if any) and the master indemnity for bank guarantee, bond, standby letter of credit, each as may be varied or supplemented from time to time.
- 4) You confirm that you have received, read, understood and agreed to be bound by the Privacy Notice (available at <https://www.uob.com.my/default/privacy-policy.page>) issued by the Bank 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.
- 5) Your application shall be governed and interpreted in all respects in accordance with the law of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia and you irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.

C) INVOICE FINANCING APPLICATION

- 1) If you are seller, you have delivered the goods which are the subject of the 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 invoice(s) in good order and condition.
- 2) If you are seller, you have not been paid for to date OR if you are buyer, you have not paid to date (not applicable for request for financing under reimbursement).
- 3) Transaction(s) underlying the invoice(s) is/are bona fide transaction(s) concluded on reasonable commercial terms.
- 4) 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.
- 5) You shall immediately give to the Bank on request all original supporting documents in connection with your application.
- 6) You have not and will not be obtaining financing in respect of the invoice(s) from any other bank or financial institution.

- 7) 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 to the Bank, you shall hold the entire proceeds of sale as trustee for the Bank absolutely and without intermingling them with other moneys.
- 8) You shall pay to the Bank all related interests at the interest rate stipulated in the relevant Letter of Offer or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank.
- 9) You will not hold the Bank liable for any loss suffered or incurred by you should the Bank reject your application.
- 10) You agree, to the extent permitted by law and unless due to your gross negligence or wilful misconduct, to indemnify and hold harmless the Bank from and against any and all costs, claims, demands, losses, charges and expenses howsoever and of whatsoever nature which the Bank may sustain, incur or be liable for in connection with, or arising out of your application and the Banks' grant of the invoice financing.
- 11) You shall be liable to pay for any goods and services tax or other taxes or levies which as at the date of your application or at any date subsequent to the date of your application, is required by law to be paid to anybody or authority having jurisdiction over the Bank, in respect of any monies charged or incurred by the Bank in relation to your application. Any goods and services tax or other taxes or levies incurred by the Bank in relation to your application, shall be borne by and charged to you and in the event that the Bank shall effect payment, you shall be liable to reimburse the Bank for such amounts paid.
- 12) You confirm, represent and warrant that all statements and other information or document provided in connection with your application are true and accurate and undertake full responsibility for and accept all consequences of any inaccurate or untrue statement, information or document. You hereby undertake to present to the Bank for inspection all relevant documents in support thereof at the Bank's request.
- 13) Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected by the Bank.
- 14) The Bank is not obliged to 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, committed. The Bank does not need to disclose any information arising there from to you, and the Bank can do anything necessary to comply to such law, regulation, directive, sanction, or request, AND shall not be liable for any loss or damage incurred or suffered as a result.

- 15) Your application is subject to the terms and conditions of the Bank's Letter of Offer, and other related terms and conditions stipulated therein, as may be varied or supplemented from time to time.
- 16) You confirm that you have received, read, understood and agreed to be bound by the Privacy Notice (available at <https://www.uob.com.my/default/privacy-policy.page>) issued by the Bank 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 a copy of the Privacy Notice issued by the Bank on the processing of their personal data.
- 17) Your application shall be governed and interpreted in all respects in accordance with the law of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia and you irrevocably waive any objections on the ground of venue or forum non convenience or any similar grounds.

D) TRUST RECEIPT APPLICATION

In consideration of the Bank delivering to you the shipping documents/documents of title (the "Documents") relating to the goods specified in the Documents (the "Goods") pledged to the Bank on the terms that such Documents and Goods to which they relate and the proceeds of sale are held by you on trust for the Bank, you irrevocably and unconditionally undertake and agree as follows: -

- 1) You shall pay the Bank on account of the monies for which the Documents and Goods are pledged on due date together with interest thereon from time to time (hereinafter referred to as "the Prescribed Rate") from the date of advance until payment in full together with all costs charges, taxes, levies, duties and expenses.
- 2) You shall take delivery of the Goods to which such documents relate exclusively for the purpose of selling them for the Bank 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 hold the Goods to the Bank's order but you will bear the entire risks and expenses.
- 3) You shall land, store and hold the Goods on the Bank's account and as agents and bailees of the Goods to deal with them as the Bank's property. The Bank has the right to enter your premises or other place(s) where the Goods may be to inspect the Goods at any time;

- 4) On sale of all or any of the Goods, you shall remit to the Bank the entire proceeds of sale or any part payment of the proceeds immediately when received without any set-off or deduction whatsoever and without intermingling the same with other monies and you irrevocably authorise the Bank to receive from the buyer directly the purchase money for the Goods and give valid receipt and discharge of the Buyer's obligations without prior reference to you and in the meantime you shall hold the same and all your rights against the buyer in trust for the Bank.
- 5) You shall not sell or dispose of any of the Goods on deferred terms (other than normal trade credit) or for any non-monetary consideration or for less than the current market value without the Bank's prior written consent.
- 6) You shall at all times at your cost and expense, insure and keep the Goods 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 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 insurers or otherwise in respect of such loss or damage and to make up any deficiencies should the Goods have not been insured up to the Required Value or should such value not recoverable for any reason. The Goods are and shall be at your risks. In the event you fail to keep the Goods insured, the Bank shall be entitled (but not obliged) to effect such insurance at your cost and expense. 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 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 Section 3 and 6 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 interest (at the rate as agreed between the Bank and you or such other rate as determined from time to time), 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 this Trust Receipt).
- 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 separate from any other produce or goods whether belonging to yourselves or to any other person.
- 10) You shall advise the Bank of the whereabouts of the Goods at all times. You shall not process or manufacture the Goods or permit the same to be processed or altered without the Bank's prior written consent.
- 11) 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.
- 12) You shall execute any bills of exchange and/or documents that the Bank may require to be executed in connection with this Trust Receipt 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.
- 13) 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 sale of the Goods free from any mortgage, charge, pledge, lien or other encumbrances.
- 14) 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.
- 15) You shall return to the Bank all the shipping documents / documents of title and the Goods represented by the shipping documents / documents of title 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 this Trust Receipt. 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 consent from you and you agree that the Bank may at any time after receiving possession of the Goods sell the Goods by public or private sale or realise them in such manner as the Bank deems fit upon such terms and conditions and at such price or for such consideration as the Bank shall deem fit 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.
- 16) 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.
- 17) If you make new objects from the Goods, mix the Goods with any other objects or should the Goods in any way whatsoever become a constituent of any other object, the Bank will be given ownership of those new objects ("New Objects") as security for the full payment of all monies and/or liabilities you owe the Bank under this Agreement. You agree that the title to the New Objects is to be transferred to the Bank and that such transfer of title will be considered to have taken place

through once the Goods have been integrated into the New Objects, regardless whether it is completed or not.

- 18) 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.
- 19) You shall indemnify and keep the Bank, the Bank's correspondents and agents fully and completely indemnified at all times and save harmless from and against from and against any and all consequences, liabilities, actions, proceedings, claims, demands, losses, damages, costs, charges and expenses of whatsoever nature including legal costs on a full indemnity basis which may now or hereafter be incurred, sustained or paid by the Bank or any of them or by any agent officer or employee for whom the Bank or they may be answerable or for anything done or omitted in connection with or howsoever arising out of this Trust Receipt or the Banks' releasing to you the documents or otherwise in relation to the Goods, to the extent permitted by law and unless it is due to the Bank's gross negligence or wilful misconduct.
- 20) In the event of non-payment by you of any monies payable under this Trust Receipt 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, additional interest at such rate as may be stated in the Letter of Offer pertaining to the Trust Receipt facility granted to the Bank on the said monies 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.
- 21) 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 this Trust Receipt provided are cumulative and are not exclusive of any rights, power or remedies provided by law.
- 22) This Trust Receipt is of continuing effect notwithstanding the death, bankruptcy, liquidation, incapacity or any change in any of your constitution or any settlement of account or other matter whatsoever. This Trust Receipt 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 deem fit, without affecting our liability under this Trust Receipt.
- 23) All sums payable to the Bank shall be paid free of any deduction or withholding on account of any tax, levy or charge.

- 24) You shall be liable to pay any and all taxes or levies which is required by law, 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 anybody or authority having jurisdiction over the Bank in respect of any monies payable in connection with this Trust Receipt. Any such taxes or levies incurred by the Bank in relation to this Trust Receipt and any other goods and services provided pertaining to this Trust Receipt 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 for all such amounts paid.
- 25) Should this Trust Receipt be signed by or for and on behalf of two or more of you (except in the case of corporations), all arrangements, obligations, warranties and liabilities shall be joint and several. In the case of a partnership, this Agreement 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 under this Trust Receipt 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.
- 26) Any provision of this Trust Receipt 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 Trust Receipt 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.
- 27) This Trust Receipt shall be governed and interpreted in all respects in accordance with the law of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia and you irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.
- 28) 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. The Bank do not need to disclose the reason nor any information arising in connection with such refusal to you, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, AND shall not be liable for any loss or damage incurred or suffered as a result of such refusal.
- 29) This Trust Receipt is subject to the terms and conditions of the Letter of Offer pertaining to the trust receipt facility including all supplements and amendments from time to time.
- 30) You confirm that you have received, read, understood and agreed to be bound by the Privacy Notice (available at <https://www.uob.com.my/default/privacy->

[policy.page](#)) issued by the Bank 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 Trust Receipt and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.

E) BANKERS ACCEPTANCE APPLICATION

- 1) You certify that the Banking Acceptance financing ("BA 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.
- 2) For any application for BA Financing presented for your exports from Malaysia, you undertake to deliver to the Bank the original export bills for collection. 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 BA Financing have been fully discharged or payment for all money owing to the Bank is fully settled.
- 3) You further request the Bank to credit the proceeds of disbursement of the application to your account maintained with the Bank. The Bank may at its discretion credit the proceeds of disbursement in any mode of payment as the Bank deems fit, and any applicable fees and charges will be borne by you.
- 4) You shall immediately give to the Bank on request all original supporting documents in connection with your application.
- 5) Without prejudice to the Bank's rights herein, on maturity of any BA Financing, you authorise the Bank to debit your account maintained with the Bank for the outstanding financing amount and charges, and any other incidental costs and expenses incurred or maybe incurred by the Bank in relation to the BA Financing. You further authorise the Bank to debit from your account in full settlement of our acceptance commission and all other fees and charges in relation to the BA Financing. The rate of acceptance commission charges 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 BA Financing.
- 6) You acknowledge and agree that the Bank is not under any obligation to give effect to 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. The Bank does not need to disclose the reason nor any information arising from such refusal to you, and the Bank shall be entitled to do

anything necessary to comply with such law, regulation, directive, sanction, or request, AND the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal.

- 7) This application shall be governed by the laws of Malaysia. 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 Bankers Acceptance from time to time, you agree to comply with the requirements.
- 8) You shall be liable to pay any and all taxes or levies which is required by law, 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.
- 9) You shall be fully responsible for any inaccurate, untrue or incomplete information provided to the Bank. You agree to indemnify and keep the Bank indemnified against all demands, claims, charges and/or expenses of whatsoever nature or description which the Bank may sustain or incur as a result of us accepting the BA Financing or enforcing, attempting to enforce the Bank's rights under this BA Financing.
- 10) This application is subject to the terms and conditions of the Bank's Letter of Offer and the Standard Terms and Conditions Governing Banking Facilities, each as may be varied or supplemented from time to time.
- 11) You confirm that you have received, read, understood and agreed to be bound by the Privacy Notice (available at <https://www.uob.com.my/default/privacy-policy.page>) issued by the Bank 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.