

**AGREEMENT FOR ACCEPTED BILLS-i**

**To: UNITED OVERSEAS BANK (MALAYSIA) BHD** [Company No. 199301017069 (271809 K)]

In consideration of your agreeing at our request to accept and/or draw the draft or bill of exchange drawn by us ("Drafts") from time to time, we irrevocably and unconditionally agree and undertake that the following terms shall govern each of such Drafts:-

1. We shall execute and deliver to you the following documents:
  - (a) **In relation purchase/import:** the Contract Note - Purchase/Import based on the Shariah principle of Murabahah; and/or  
  
In order to facilitate the purchase of goods, we hereby agree on our appointment as your purchasing agent under the Shariah principle of Wakalah, and to do and execute all acts with respect to the purchase/import of the goods from the supplier/buyer through purchase agreements, certificates and other instruments on your behalf.;
  - (b) **In relation sales/export:** the Contract Note – Sales/Export based on the Shariah principle of Bai al-Dayn.
2. We certify that the Drafts drawn by us and presented to you for acceptance\* and drawing from time to time are for the financing of our trade transactions namely, imports to and exports from Malaysia, and domestic trade. We further certify that no other financing had been or will be obtained by us for the same transactions under which the Drafts are drawn on you for acceptance and drawing.
3. For any Drafts presented to you for acceptance\* and discounting from time to time for the purpose of financing our exports from Malaysia, we undertake to deliver to you the original export bills for collection. We hereby agree and give consent to you that the proceeds received pertaining to the export bills will be held by you as security for all monies paid or advanced in respect of the Drafts accepted\* and discounted by us until our obligations pertaining to the Drafts have been fully discharged on maturity of the Drafts including the payment of any amount due and owing to you as a result of the acceptance and discounting of the Drafts by you. Further, we also agree and consent to you that you are entitled to utilize the funds subject to the terms stated herein upon receipt of the abovementioned proceeds at any time prior to the maturity date, by debiting our account.
4. Without prejudice to your rights under Clause (3) above, on maturity of any Drafts accepted\* and drawn by you we authorise you to debit any of our accounts held with you, the face value of the Drafts and any other incidental costs and expenses incurred or may be incurred by you in relation to the Drafts.
5. You may re-drawn any Drafts drawn by us and drawn by you.
6. The rate of acceptance commission and discount charges shall be determined by you from time to time and it will be informed to us at the time when we request you to accept\* and discount the Drafts.
7. To the extent permitted by law, Shariah and unless due to your gross negligence or wilful misconduct, we agree to indemnify and keep you fully and completely indemnified at all times and against all demands, claims, actions, proceedings, liabilities, losses, charges, costs and/or expenses of whatsoever nature or description (including legal costs on a full indemnity basis) which you may sustain or incur as a result of your accepting and/or discounting the Drafts or enforcing, attempting to enforce your rights under this Agreement.
8. We confirm that the Drafts presented to you for acceptance\* and drawing shall comply with the "Guidelines on Accepted Bills-i" laid down by Bank Negara Malaysia ("BNM") or such other guidelines or directives issued by BNM or any other parties having authority over you.

