

ISLAMIC TRADE PRODUCT TERMS & CONDITIONS

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

A) DOCUMENTARY CREDIT – 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 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 Letter of Credit (LC-i) (available at https://www.uob.com.my/securitydoc/pdf/islamic/master_agreement_for_letter_of_credit_i.pdf), 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.

6) **MURABAHAH PURCHASES ORDERER GENERAL CONDITIONS (only applicable to Letter of Credit-i financed under Trust Receipt-i / Accepted Bills-i)**

- a) You authorize the Bank to, on the basis of documents alone, accept and / or pay all drafts and / or documents drawn upon you the Bank pursuant hereto.
- b) The Bank may restrict negotiation under this Letter of Credit-i to its own offices or to any correspondent or agents of its choice.
- c) 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.
- d) 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.
- e) The Bank may reject the documents if there is / are discrepancy(ies) in the documents against the Letter of Credit-i terms.
- f) 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.
- g) You agree to pay the Bank commission, fee & charges and all expenses including Takaful contribution/Insurance premium and the Bank agents's charges.
- h) 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 the applicant, which purport to comply with the condition stated when opening the Letter of Credit-i.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) The Bank is authorized to accept Takaful certificates / Insurance policies issued by other countries with clauses, which are equivalent to the Institute Cargo clauses.

- n) If the Takaful/Insurance is to be covered by the buyer, you undertake to produce to the Bank within 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 are not obligated to do so.
- o) The Bank is authorized to make any additions to the documents and/or terms and conditions specified under this Letter of Credit-I which the Bank may consider necessary including compliance with government regulations but the Bank is not obligated to do so.
- p) 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 shall 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.
- q) 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 (r) appearing herein, the draft(s) and / or documents drawn under this 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.
- r) 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.
- s) 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.
- t) 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.

- u) In order to facilitate your instructions in the Letter of Credit-i application appearing overleaf, the Bank is authorized to issue the Letter of Credit-i through its overseas 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 overseas agent and shall remain in full force and effect.
- v) 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 the Bank fully and unconditionally 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 its issuance of any irrevocable Letter of Credit-i herein and/or as a result of its discharging any of your mandate given to the Bank from time to time pertaining to any irrevocable Letter of Credit-i issued herein.
 - (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 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.
- w) 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 Sale Price which shall be payable in accordance with the methods as determined by the Bank.

B) BANK GUARANTEE – i APPLICATION

- 1) Pursuant to Shariah Principle of Kafalah (Guarantee), and in consideration of the Bank issuing the bank guarantee-i, you authorise the Bank to debit your account with the Bank for all charges incurred.
- 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-i together with taxes and levies in the manner stated in the preceding paragraph.
- 3) You acknowledge and agree that the Bank is not under any obligation to issue the bank guarantee-i 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.
- 4) Your application is subject to the terms and conditions of the Bank's Letter of Offer (if any) and the Master Indemnity for Islamic Bank Guarantee (BG-i) (available at https://www.uob.com.my/securitydoc/pdf/islamic/master_indemnity_for_islamic_bank_guarantee_i.pdf), each as may be varied or supplemented from time to time.

- 5) 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.
- 6) 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) TRUST RECEIPT – i 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) 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 determined by the Bank.
- 2) The Bank appoint you as purchasing agent to purchase from the supplier/s the required Goods.
- 3) Upon the purchase of the Goods by you (acting on behalf of the Bank), you shall purchase the Goods from the Bank in accordance with the Murabahah Contract Note and will pay the Bank the sum of Ringgit Malaysia (RM) on deferred terms on account of the monies for which the Documents and Goods described above are pledged on due date with profit thereon from time to time (hereinafter referred to as "the Prescribed Rate") from the date of disbursement/advance until payment in full together with all costs, charges, taxes, levies, duties and expenses.
- 4) You shall take delivery of the Goods to which such documents relate exclusively for the Bank's 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 hold the Goods to the Bank's order on trust but you will bear the entire risks and expenses associated with delivery of the Goods.
- 5) 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 have the right to enter your premises or other place(s) where the Goods may be to inspect the Goods at any time.
- 6) Pursuant to Murabahah under condition 3 above, 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.

- 7) 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.
- 8) 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/Takaful 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/takaful monies received from the Goods separate and distinct from all other monies relating to or arising from any other transactions.
- 9) You shall hold the Documents, Goods, any monies received pursuant to Clauses 5 and 8 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 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-i.
- 10) 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.
- 11) You shall at all times keep the Goods separate from any other produce for goods whether belonging to yourselves or to any other person.
- 12) You shall advise the Bank of the where about 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.
- 13) 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.
- 14) You shall execute any bills of exchange and/or documents that the Bank may require to be executed in connection with this 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.
- 15) 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.

- 16) 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.
- 17) You shall return to the Bank all the shipping documents / documents of title and the Goods represented by the shipping documents / documents of title 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 this 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 deems fit upon such terms and conditions and at such price or for such price consideration as the Bank shall in their discretion 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.
- 18) 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.
- 19) 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 application. 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.
- 20) 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.
- 21) 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 may be answerable or for anything done or omitted in connection with or howsoever arising out of this Trust Receipt-i or the Bank's releasing to you the documents or otherwise in relation to the Goods, to the extent permitted by law, Shariah and unless due to the Bank's gross negligence and wilful misconduct.
- 22) In the event of non payment by you of any monies payable under this 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.

- 23) 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-i provided are cumulative and are not exclusive of any rights, power or remedies provided by law.
- 24) 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. This 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 deems fit, without affecting our liability under this Trust Receipt-i.
- 25) All sums payable to the Bank shall be paid free of any deduction or withholding on account of any tax, levy or charge.
- 26) 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-i. Any such taxes or levies incurred by the Bank in relation to this Trust Receipt-i and any other goods and services provided pertaining to this Trust Receipt-i 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.
- 27) Should this Trust Receipt-i 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-i 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.
- 28) Any provision of this Trust Receipt-i 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-i 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.
- 29) This Trust Receipt-i 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.

- 30) 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 does 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 will not be liable for any loss or damage incurred or suffered as a result of such refusal.
- 31) This Trust Receipt-i is subject to the terms and conditions of the Letter of Offer pertaining to the Trust Receipt-i facility including all supplements and amendments from time to time.
- 32) 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 Trust Receipt-i and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.

D) ACCEPTED BILLS – 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 determine by the Bank.
- 2) In consideration of the Bank accepting your drafts, you irrevocably and unconditionally authorise the Bank to debit your account maintained with the Bank in full settlement of the Bank's acceptance commission and all other fees and charges in relation to such drafts.
- 3) If any of the drafts accepted by the Bank are also drawn by the Bank, you further request the Bank to credit the proceeds of drawing such drafts to your Account or to pay the proceeds of drawing such drafts in accordance with your instructions,
- 4) You declare that no other source of finance (including without limitation, under a lease, hire purchase, or factoring agreement or otherwise) has been obtained, or would be obtained for this trade transaction pertaining to the above drafts.
- 5) You acknowledge and agree that the Bank is not under any obligation to give effect to any application or instruction or to accept and/or draw any of the above drafts 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.
- 6) You represent and warrant to the Bank that the transactions and documents referred to or contemplated in your Application do not contravene any law, regulation, directive, sanction or request of any jurisdiction.

- 7) To the extent permitted by law, Shariah and unless it is due to the Bank's gross negligence or wilful misconduct, 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 your 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.
- 8) Your application is subject to the terms and conditions of the Bank's Letter of Offer (if any) and the Agreement for Accepted Bills-i (available at https://www.uob.com.my/securitydoc/pdf/islamic/agreement_for_AB_i.pdf) each as may be varied or supplemented from time to time.
- 9) 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 your application and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.
- 10) 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.