In consideration of our request to you, AmBank (M) Berhad ("the Bank") to create or advance the Foreign Currency Trade Loan, for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following terms and conditions: -

1. (i) We irrevocably and unconditionally undertake to settle and repay to the Bank on demand the sum advanced to us from the Bank together with interest accrued on the same at the pre-arranged percentage of interest above the prevailing or appropriate Foreign Currency Rate subject to fluctuation, change and revision at the Bank’s discretion.

(ii) We authorise the Bank to debit any of our accounts with the Bank for payment of the sum payable by us to the Bank, the commission, fees, expenses, foreign exchange losses, costs (legal or otherwise) under and in connection with the Foreign Currency Trade Loan.

(iii) And if as a result of such debit the account shall be overdrawn or be in excess of the limit of any facility granted to us, we shall be liable to pay interest on the overdrawn amount at such rate or rates fixed or to be fixed by the Bank (notification of the rate of interest will be made in writing and such rate will be effective from the date stated therein). We also agree that the Bank shall not in any way be held liable for any cheques dishonoured as a result of our account being debited or the available funds being utilised to settle the Foreign Currency Trade Loan, save and except where such debiting was directly attributable to the Bank’s gross negligence, willful default or fraud.

1. If at our request, the Bank agrees to the Foreign Currency Trade Loan being repaid or settled earlier than anticipated or prior to the scheduled maturity in the relevant Application, we agree that we are liable to pay to the Bank additional interest costs or break funding costs, if an interest adjustment occurs, and other bank’s charges.
2. We hereby acknowledge that: -

(i) unless expressly stated otherwise, the parties agree that any charges, commission, fees, expenses or similar amount to be used in the calculation of such charges, commission, fees, expenses ("Charges") is exclusive of any government taxes, including by way of example and not limitation, goods and services tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies or any other taxes which may now be or hereafter imposed by the Government of Malaysia.

(ii) if any supply made under or in connection with these terms and conditions is subject to any government taxes, the Bank may increase the consideration provided for by the amount of the government taxes imposed and recover additional amount from us in addition to the Charges. In this regard, we irrevocably authorise the Bank to debit our account for the full government taxes amount.

4. We undertake:

(i) To hold the shipping documents and documents of title together with the said goods when received and the proceeds of sale thereof when sold on trust for the Bank.

(ii) To land and/or store and/or hold and/or deliver to buyer(s) to whom we are not indebted to or under any liability the said goods. On sale of all or any of the said goods, we shall receive the proceeds of sale as trustee to the Bank and as agent on the Bank’s behalf and not otherwise and to remit to the Bank or cause the buyers to remit to the Bank the entire proceeds of sale or any part payment immediately when received without any set off or deduction.

(iii) To furnish the Bank with all necessary particulars of the sale transactions for each goods to enable the Bank to apply the proceeds of sale of the said goods so received by us to the relevant draft.

(iv) To pay all freight, warehouse, dock transit, other charges, rent and all other costs of and incidental to the said goods and to fully reimburse the Bank against the same.

(v) To advise the Bank of the whereabouts of the said goods and of any change in the state condition quality or quantity of the said goods at all times and we shall not permit the same to be processed or altered without the Bank’s prior written consent and shall keep the same free from any mortgage, charge, pledge, lien or other encumbrance and the Bank shall have the right to inspect the said goods at any time with notice to us and at our costs and expenses.

(vi) To forward to the Bank copies of the sales invoices for the said goods on the same being issued by us showing the names of the buyers and the total sale price for the said goods.

(vii) Not to sell or otherwise dispose of any of the said goods on deferred terms (other than normal trade credit) or for any non monetary consideration or for less than current market value without the Bank’s prior written consent.

(viii) To return to the Bank all the documents and the said goods in respect of which the Bank did not receive any sale proceeds upon the Bank’s first demand, failing which the Bank shall have the right, without prejudice to any other rights as may be prescribed to it under the law or in any other agreements, to exercise its rights as set out in clause 5 below.

(ix) To properly store and adequately insure the said goods at all times against all insurable risks including fire and flood in their full value and also, if so required by the Bank, against marine risks and to hold the policies and the insurance proceeds (if so paid by the insurers) in trust for the Bank and in case of loss of or damage to the said goods howsoever caused, to pay over to the Bank forthwith all monies received from the insurers or otherwise in respect of such loss or damage and to make up any deficiency or differences between loan amount outstanding and insurance monies received. The said goods are and shall be at our risks.

(x) That this transaction shall be kept separate from any other transaction and that the shipping documents and documents of title, the said goods, the proceeds of any sale and all insurance monies shall be kept separate and distinct from any other documents, goods, proceeds of sale or insurance monies relating to or arising from any other transaction.

(xi) That the Bank shall have no responsibility for the correctness, validity or sufficiency of the documents handed to us for the existence character, quality, quantity, condition, packing value or delivery of the said goods.

(xii) Save and except where the such events were directly attributable to the Bank’s or its staff’s, representative’s or agent’s gross negligence, willful default or fraud, to indemnify the Bank, its correspondents and agent on demand against all actions, claims, demands, costs, expenses including legal costs on a full indemnity basis, liabilities of whatever nature and losses (including foreign exchange losses) now or hereafter incurred by the Bank or its agent officer or employee for anything done or omitted to be done in connection with or arising out of the release to us the documents or otherwise in relation to the said goods or as a result of our breach or non-compliance with the Strategic Trade Act 2010.

5. In the event the said goods were disposed off by us, the Bank is hereby authorised by us to receive from the buyers of the said goods all or any part payment of the purchase monies for the said goods.

6. The Bank or its duly authorised representative(s) shall have the liberty at any time to repossess the documents or to take physical possession of any of the said goods without any reference to or consent obtained from us and to remove the same or any part of the same from the place where they have been stored to any other place the Bank may choose. The Bank or its duly authorised representative(s) shall have the right to enter into any premises in which the said goods are stored and to take necessary actions, including but not limited to break open any door lock or receptable to effect such entry or removal and the Bank may place the same under the care of any one the Bank may select and to dispose of the said goods by sale or otherwise if so required. For avoidance of doubt, we and the Bank agree that the goods or the said goods referred to in this clause is referring to goods financed by the Bank at our request under the Foreign Currency Trade Loan.

7. This Foreign Currency Trade Loan shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing Foreign Currency Trade Loan, the Bank is at liberty to initiate and take actions or proceedings against us in Malaysia or elsewhere as the Bank may deem fit and we hereby irrevocably submit to the exclusive jurisdiction of the Courts in Malaysia in respect of all matters connected with our obligations and liabilities under or arising out of the Foreign Currency Trade Loan.

8. We hereby irrevocably agree and permit the Bank and/or its officers to disclose any information, record of or information relating to our account/transactions, to:-

(i) Bank Negara Malaysia (BNM), Central Credit Unit, Guidelines on Dishonoured Cheques Information System, Central Credit Reference Information System (CCRIS) or any other bureau or credit reporting agency or credit rating agency established pursuant to Malaysian legislation or any other governmental or regulatory authority/body, or enforcement agencies authorised under the Financial Services Act 2013, Cagamas Berhad,

Credit Guarantee Corporation or such other authority having jurisdiction over the Bank or any body established by a body, agency, or authority having authority or jurisdiction over the Bank and to any third party, if required by any law;

(ii) any central depository or authorised depository agent (as those terms are defined in the Securities Industry (Central Depositories) Act 1991);

(iii) any party providing security to secure our transactions hereunder or banking facilities with the Bank ("security party") or any of the Bank’s potential transferee or assignee;

(iv) any person proposing or intending to make or tender payment towards our liabilities under the banking facilities with the Bank or pursuant to transactions hereunder; or to any person following the occurrence of an event of default;

(v) any person where such disclosure is, in the Bank’s opinion, necessary for or related to the review, due diligence or enforcement or protection or the attempted enforcement or protection of any of the Bank’s rights or interests;

(vi) any person pursuant to any corporate voluntary arrangement, judicial management, scheme of compromise, reconstruction, amalgamation, arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between our creditors and/or the creditors of any security party;

(vii) AmBank Group and to any person or company which are providing any services and expertise to the Bank relating to legal, accounting, auditing, credit, administration, processing, data management or other advisory services; and

(viii) the debt collection agents appointed by any company under the AmBank Group.

For the purpose of this clause, AmBank Group is referring to the Bank’s related corporations (as defined in Section 2 of the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

9. We hereby confirm that we have chosen the language in this document as the language of this document. This chosen language shall prevail in the event of differences in meaning over the version of this document in any other language.

By downloading, printing and submitting to AmBank (M) Berhad (‘the Bank’) the Foreign Currency Trade Loan Application form from this website, we hereby confirm that we have been reminded to read, understand and acknowledge the Terms and Conditions for Foreign Currency Trade Loan Application stated herein and fully authorise the Bank to proceed with the provision of the service.

|  |  |  |  |
| --- | --- | --- | --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **FOREIGN CURRENCY TRADE LOAN APPLICATION** | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | Date of Application: | |
| 1. Applicant/Drawee/Buyer (Full Name & Address):  3. Customer Ref. No.: | | | 2. Beneficiary/Drawer/Seller (Full Name & Address): |
| 4. Financing Amount Required (Currency & Figures): | | | 5. Required Financing Tenor (In Days) or Maturity Date : |
| 6. Brief Description Of Goods: | | | |
| 7. Foreign Currency Trade Loan Shipping Documents Enclosed As Follows:  Drawn Under \*LC No./Collection Bill No./Open Account:  \*Purchase Order/Sales Contract/Invoice No./Etc: | | | |
| 8. Original/Supporting Documents (if applicable): | Others (please specify):- | | |
| Invoice |
| Transport documents |  | | |
| 9. Bank Charges And Interest:  AmBank (M) Berhad Charges Paid By Us. Please Debit Our Account No.:  With You.  All Bank Charges (Including AmBank (M) Berhad) Paid By Beneficiary/Drawer/Seller Or  By Us. Please Debit Our Account No.:  With You. | | | |
| 10. Disbursement Instructions:  Upon Creation Of The Foreign Currency Trade Loan,  Please Remit Proceeds/Full Invoice Value To:  Beneficiary/Drawer/Seller Bank Name :  Account No.:  Please Credit Proceeds To Our \*Ringgit/Foreign Currency Account No.:  With You Or  (At Bank's Discretion/Approval)  For The Conversion Of The Foreign Currency Amount To Ringgit/Other Foreign Currency:  Please Apply/Use The Foreign Exchange Rate Quoted By Your Treasury @  for  with  Foreign Exchange Contract No.: | | | |
| 11. Settlement Instruction:  On Maturity Of The FCTL, You Are Authorised To Debit Our \*Ringgit/Foreign Currency Account No.:    AMBIZ/E/FCTL/09-2022 | | | |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **FOREIGN CURRENCY TRADE LOAN APPLICATION – cont’d** | | | |
| 12. Additional Instructions: | | | |
| 1. In consideration of our request to you, AmBank (M) Berhad to create/advance the Foreign Currency Trade Loan (as indicated above), for our account and in accordance with the above instructions, we hereby irrevocably and unconditionally agree to fully abide by the terms and conditions for Foreign Currency Trade Loan Application under document Reference No.: AMBIZ/E/FCTL/09-2022 and terms appearing in AmBank (M) Berhad's "General Agreement By Customer(s)/Facility(ies) Agreement" and/or website and/or other relevant agreements which have been and will be advised to us by you and currently in force with AmBank (M) Berhad. 2. We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all the regulations and requirements connected thereto. 3. We shall comply with the prevailing foreign exchange regulations issued by BNM relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. | | | |
| We hereby confirm that we have chosen English as the language of this form. English language shall prevail in the event there are differences in meaning over the version of this form in any other languages.  **REMINDER: You are hereby reminded to read and understand the terms and conditions contained in this document before signing/affixing the company’s seal below. In the event there are any terms and conditions in this document that you do not understand, you are hereby advised to discuss further with the Bank’s authorised staff, representative or agent before signing/affixing the company’s seal below.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**  AMBIZ/E/FCTL/09-2022 | | | |