**INVOICE FINANCING APPLICATION TERMS AND CONDITIONS**

(Document Reference No.: AMBIZ/E/FLX/09-2022)

In consideration of our request to you, AmBank (M) Berhad (“Bank”) to grant or advance the Invoice Financing (“FLX”), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following terms and conditions (“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 on the same at the pre-arranged percentage of interest above the prevailing Base Lending Rate or appropriate Cost of Funds or Foreign Currency Rate subject to fluctuation, change and revision at the Bank’s discretion.

(ii) We authorize 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, interest (legal or otherwise) under and in connection with the FLX.

(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 utilized to settle the FLX, save and except where such debiting was directly attributable to the Bank’s gross negligence, willful default or fraud.

2. If at our request the Bank agrees to the FLX being repaid or settled prior to the scheduled maturity of this 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 charges of the other bank.

3. Save and except where the such events were directly attributable to the Bank’s gross negligence, willful default or fraud, we shall indemnify and save the Bank harmless from and against all claims, actions, proceedings, liabilities, damages, losses (including foreign exchange losses), costs and expenses including any legal costs on full indemnity basis which the Bank may incur or sustain by reason of creating or discounting the FLX by the Bank or as a result of our breach or non-compliance with the Strategic Trade Act 2010.

4. Any dispute between us and the Bank arising from the FLX shall be governed by and construed in accordance with the laws of Malaysia. We hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

5. 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.

6. 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, 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 authorized under the Financial Services Act 2013, Cagamas Berhad, Credit Guarantee Corporation or such other authority having jurisdiction over the Bank or anybody 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.

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

In this Terms and Conditions words or expression denoting the singular includes plural and vice versa.

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

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| **AmBank (M) Berhad** (196901000166 (8515-D))  **INVOICE FINANCING APPLICATION** | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | Date of Application: | | |
| 1. Applicant/Drawee/Buyer (Full Name & Address):      1. Customer Ref. No.: | | 1. Beneficiary/Drawer/Seller (Full Name & Address): | |
| 1. Financing Amount Required (Currency & Figures): | | 1. Required Financing Tenor (In Days) or Maturity Date : | |
| 6. Brief Description Of Goods: | | | |
| 7. Original/Supporting Documents (if applicable):  Invoice  Transport documents | | | Others (please specify): - |
| 8. Bank Charges And Interest:  Please Debit Our Account No.: With You For All Banking Commission, Charges, Repayment And Interest. | | | |
| 9. Disbursement Instructions:  Upon Drawdown Of The Invoice Financing,  Please Credit Proceeds To Our \*Ringgit/Foreign Currency Account No.:  With You Or  Please Remit Proceeds/Full Invoice Value For Amount  To:  Beneficiary/Drawer/Seller Bank Name :  Account No.:  Please Apply/Use The Foreign Exchange Rate Quoted By Your Treasury @       for  with  Foreign Exchange Contract No.:  AMBIZ/E/FLX/09-2022 | | | |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **INVOICE FINANCING APPLICATION – cont’d** | | | |
| 10. Settlement Instruction:  On Maturity Of The Invoice Financing, You Are Authorised To Debit Our \*Ringgit/Foreign Currency Account No.: | | | |
| 11. Additional Instructions: | | | |
| * + - 1. In consideration of our request to you, AmBank (M) Berhad to grant/advance the Invoice Financing (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 Invoice Financing under document Reference No.: AMBIZ/E/FLX/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 Bank Negara Malaysia (“BNM”) relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. In relation to export of goods, we confirm that the proceeds derived from the export of goods will be received within six (6) months from the date of shipment subject to exceptions which BNM may allow and announce in its official website at [www.bnm.gov.my/fep](http://www.bnm.gov.my/fep) from time to time. | | | |
| 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 authorized staff, representative or agent before signing/affixing the company’s seal below.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**  AMBIZ/E/FLX/09-2022 | | | |