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**BANK GUARANTEE APPLICATION TERMS AND CONDITIONS**

(Document Reference No.: AMBIZ/E/BG/09-2018)

In consideration of our request to you, AmBank (M) Berhad ('the Bank') to issue the Bank Guarantee ('BG'), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions: -

1. We hereby agree that the Bank is authorised and shall be entitled to make any payments and comply with any demands which may be made upon the Bank under the BG on or at any time thereafter:

(i) without any reference to or authorisation from us;

(ii) without requiring proof that the amounts so demanded are or were due and without the beneficiary of the BG having to assign any reasons for the claims (subject to the terms and conditions of the BG);

(iii) without inquiring into the validity, genuineness or accuracy or legality of any document, certificate or statement received by or made to the Bank in respect of the claim or demand made under the BG; we shall at all times keep the Bank fully indemnified and hold the Bank harmless against all liability whatsoever in relation to the Bank in making such payment(s).

2. We shall indemnify the Bank on full indemnity basis from and against all claims, actions, proceedings, liabilities, damages, losses (including foreign exchange losses), costs and expenses (including but not limited to any legal fees and costs that the Bank may incur in connection with the BG, or in enforcing or attempting to enforce our indemnity contained herein), which the Bank may suffer, incur or sustain by reason or on account of the Bank having issued the BG at our request **or as a result of our breach or non-compliance with the Strategic Trade Act 2010.**

3. We shall assume and undertake (a) all foreign exchange conversion or fluctuation risks, rates and losses and/or (b) to reimburse or settle or pay the Bank for any advances made against the BG claims whether booked or earmarked in foreign currency or Malaysian Ringgit equivalent against the multi trade facility/lines offered by the Bank to us.

4. The Bank is fully authorised by us:

(i) to earmark a sum sufficient to cover the Bank's total liability under the BG from our account(s) with the Bank or debit the said sum or part thereof at any time; and/or

(ii) to set aside any other moneys held by the Bank for our account and benefit; and/or

(iii) to set-off (with the giving of prior notice of such time as may be specified in writing to us) against the placement held by the Bank under clause 9 below; and to apply it or any portion thereof towards the reimbursement and indemnification of any sum of money the Bank may have been called upon to pay by reason of and in accordance with the terms and conditions of the BG as aforesaid. We acknowledge and agree that the Bank may exercise such rights concurrently or otherwise with other rights and remedies that the Bank may have against us.

5. We further authorise the Bank to further debit our current account(s) at any time and as and when requested by the Bank, we shall deposit with the Bank immediately the sum of cash and/or other forms of goods or assets acceptable to the Bank as collateral and sufficient in value to cover the Bank's liabilities (whether actual or contingent, primary or collateral and several or joint) due to insufficient funds debited in advance under the preceding clause to meet our obligations to the Bank in respect of the BG from the date on which our current account(s) have been debited in advance under the preceding clause until the date on which we are required to reimburse the Bank for payments made by the Bank or its agent under the BG.

6. 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 this 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 irrecoverably authorise the Bank to debit our account for the full government taxes amount.

7. We acknowledge that the indemnity and agreement to the Bank contained herein are irrevocable and shall remain in full force and effect:

(i) until the BG has been returned to the Bank for cancellation; or

(ii) until the beneficiary of the BG has given a written confirmation discharging us and the Bank from all liabilities under the BG.

8. We further acknowledge that until the occurrence of any one of the events set out in clause 7 above:

(i) the Bank shall continue to hold all moneys and/or cash margin and/or whatever goods/assets we have placed with the Bank as collateral for the BG; and

(ii) our indemnity contained herein shall continue to be valid and remain in full force and effect.

9. For BG application which is fully backed by cash margin, we agree to deposit with the Bank prior to the issuance of the BG or at any time the Bank may determine at its discretion, the sum of minimum 100% of cash margin equivalent to the full amount of the BG to be issued by the Bank or any sum the Bank may determine at its discretion. The deposit amount shall be denominated in Malaysian Ringgit or other foreign currency at the Bank's sole discretion.

10. We shall read and understand the contents of the BG to be issued by the Bank and in the event we do not understand the legal implication of the contents of the BG, we shall seek an independent legal advice on the same and we hereby agree and acknowledge that we shall not hold the Bank responsible for any loss that we may sustain or incur as a result of the Bank issuing the BG.

11. We hereby agree that all rights, obligations and liabilities arising from the BG as aforesaid shall be construed and determined in accordance with the laws of Malaysia and the courts in Malaysia shall have exclusive jurisdiction to hear any dispute arising from or under the BG.

12. We hereby declare that, as at the date hereof there is no winding up corporate voluntary arrangement, judicial management, scheme of compromise or arrangement, reconstruction, amalgamation order entered or winding up petition filed against us.

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**BANK GUARANTEE APPLICATION TERMS AND CONDITIONS**

(Document Reference No.: AMBIZ/E/BG/09-2018) **– cont’d**

13. 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 whether or not 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 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 the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

14. 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 Bank Guarantee Application form from this website, we hereby confirm that we have read, understood and acknowledged the Terms and Conditions for Bank Guarantee Application stated herein and fully authorise the Bank to proceed with the provision of the service.

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| AmBank  **AmBank (M) Berhad** (8515-D)  **BANK GUARANTEE APPLICATION** | | | | | | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | | | | Date of Application:  -  - | | | | |
| New Issuance | | | | | | Renewal | | | | |
| 1. Applicant (Full Name & Address):          3. Customer Ref. No.: | | | | | | | 2. Beneficiary (Full Name & Address): | | | |
| 4. Bank Guarantee Amount (Currency & Figures): | | | | | | | | | | |
| 5. Purpose Of Bank Guarantee: | | | | | | | | | | |
| 6. | Type of Bank Guarantee | : |  | Performance |  | | | Utility |  | Bid/Tender |
|  |  |  |  | Advance Payment |  | | | Payment |  | Security Deposit |
|  | Others: | | | | | | |
| 7.  Effective Date : From  -  To  -   (Expiry Date)  8. Back-dated Bank Guarantee  We hereby irrevocably agree to indemnify AmBank (M) Berhad for all consequences, liabilities, claims, losses and/or damages arising from the back-dating  and certify that we have not defaulted during the back-dated period and that the authorized signatory/(ies) on the BG Application Form and Indemnity were  present and available during the back-dated period.  Reasons for back-dating (please complete this blank for BG back-dating of 1 month and above) :    (subject to approval by AmBank (M) Berhad)  9.  Claims Period :       days from expiry date | | | | | | | | | | |
| 10. **Bank Charges**:  **Secured By Cash Margin**:  Please Debit Our Account No.:  With You For The Placement Of The % Cash Margin  Please Debit Our Account No.:  With You For All Your Bank’s Charges, Commission, Fees, Out-Of-Pocket Expenses, Etc In Connection With The Issuance. Such Charges Shall Include Those For Account Of Beneficiary Which Could Not Be  Recovered By AmBank (M) Berhad.  All Banking Charges Outside Malaysia Including Confirmation Charges (If Any) Are For Account Of:  Applicant  Beneficiary  All Banking Charges Within Malaysia Are For Account Of:  Applicant  Beneficiary  AMBIZ/E/BG/09-2018 | | | | | | | | | | |

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| **AmBank**  **AmBank (M) Berhad** (8515-D)  **BANK GUARANTEE APPLICATION – cont’d** |
| 11. **Handling Over Of The Original Guarantee To**:    Please Hold For Our Collection By:  IC No.:  Please Courier To:    (Name And Address) Under Advice To Us. |
| 12.  Issue As Per FORMAT ENCLOSED And Relevant Documents Attached (If Any). |
| 13. **Additional Instructions**: |
| 1. In consideration of our request to you, AmBank (M) Berhad to issue the Bank Guarantee (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 Bank Guarantee Application under document Reference No.: AMBIZ/E/BG/09-2018 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 in AmBank (M) Berhad. This Bank Guarantee Application is to be construed and enforced in accordance with the laws of Malaysia. 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 will comply with the Foreign Exchange Administration Rules (“FEA”) 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 of differences in meaning over the version of this form in any other language.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**  AMBIZ/E/BG/09-2018 |