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**DOCUMENTARY CREDIT TRANSFER APPLICATION TERMS AND CONDITIONS**

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

In consideration of our request to you, AmBank (M) Berhad (‘the Bank’) to transfer the Documentary Credit (‘the Credit’) (partial/full transfer) to one or more second Beneficiaries, 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) The Applicant as Beneficiary of the Credit shall irrevocably requests the Bank to effect the transfer of the Credit to the Transferee(s) (2nd

Beneficiary(ies)).

(ii) The transfer shall not become effective until the Bank advises the Transferee(s) (2nd Beneficiary(ies)) and no portion of the Credit or of any amendments may be further transferred.

(iii) The Bank is under no obligation and reserve the right to refuse to negotiate or honour any drawing(s) under the Credit presented to the Bank by us and/or any 2nd Beneficiary(ies) (if applicable) without assigning any reason thereof and shall not be liable to us in any manner for any loss or delay caused by such refusal.

(iv) The Bank may in its absolute discretion elect to pay us either immediately or only after the Bank has received the proceeds from the Issuing Bank.

2. We hereby irrevocably and unconditionally undertake that:

(i) Upon receipt by the Bank of the draft(s) and the documents of the Transferee(s) (2nd Beneficiary(ies)) or at any time on the Bank’s demand, we shall deliver to the Bank our draft(s) and invoices for not less than the amount of the Transferee’s invoices drawn in accordance with the terms of the original Credit; such draft(s) and invoices are to be attached by the Bank to the shipping documents in substitution of those presented by the Transferee(s) (2nd Beneficiary(ies));

(ii) In the event we fail, at the Bank’s demand, to deliver to the Bank the new draft(s) and invoices as specified above, the Bank is authorised to dispose of the invoices and other documents accompanying the draft(s) and the documents of the Transferee(s) (2nd Beneficiary(ies)) in accordance with instructions from the Issuing Bank without any responsibility on the Bank’s part to pay the difference between the amount of the Transferees’ draft(s) and the amount authorised to be paid under the Credit;

(iii) The Bank and/or the Bank’s correspondents shall not be held liable and responsible for (a) the description, quantity, quality or value of the goods shipped under the transferred Letter of Credit; or (b) for the correctness, legality, genuineness or validity of the documents; or (c) for the general or particular conditions stipulated in the documents; or (d) for any other cause beyond the Bank’s or our control;

(iv) The Transferee(s) (2nd Beneficiary(ies)) shall be advised on any amendments only in accordance with our instructions as indicated in the Application form. The Bank shall not be held liable and responsible for all consequences that may arise from any delay and/or omission in our instruction(s). Upon noting the transfer on the original Credit, the Bank shall retain the original Credit, and subsequent amendments, if any and wherever applicable, and shall provide to us a copy of the Bank’s advice to the Transferee(s) (2nd Beneficiary(ies)).

3. We shall pay to the Bank on demand all transfer commission, fees, bank charges and any expenses which may be incurred or sustained by the Bank in connection with the transfer of the Credit.

4. We shall pay to the Bank the interest at the rate determined or to be determined 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) for the period, if any, between the date of the Bank’s payment to us and/or 2nd Beneficiary(ies) until the date of payment of the documents under the original Credit, inclusive charges incurred by the Bank and/or the Bank’s correspondents in connection with the transferred Credit.

5. 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 transferred Credit.

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. 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 thereon at such rate or rates determined or as may be determined 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).

8. 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 amount due in connection with the Application.

9. We hereby agree to indemnify the Bank on full indemnity basis from and against all consequences, payment, liabilities, actions, suits, proceedings, claims, damages, losses (including foreign exchange losses), costs, fees (including legal fees), reimbursements and expenses of whatsoever nature and description that may be sustained by the Bank as a result of the Bank agreeing to our application as evidenced by the Documentary Credit Transfer Application form signed by us, **or as a result of our breach or non-compliance with the Strategic Trade Act 2010.**

10. Any dispute between us and the Bank arising from the Credit or the transfer thereof 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

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**DOCUMENTARY CREDIT TRANSFER APPLICATION TERMS AND CONDITIONS – CONT’D**

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

11. 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) to 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 authorized 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) to 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) to 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) to 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.

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

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| AmBank  **AmBank (M) Berhad** (196901000166 (8515-D))  **LETTER OF CREDIT TRANSFER APPLICATION** | | |
| Please mark  where applicable  \* Delete whichever is not applicable | Date of Application: DD/MM/YYYY | |
| Partial Transfer  Full Transfer | | |
| 1. Transferor (1st Beneficiary) (Full Name & Address):          3. LC Advising Bank No.: | | 2. Transferee (2nd Beneficiary) (Full Name & Address):          Contact Person & Tel. No.: |
| 4. LC Issuing Bank And Address:        5. Original LC No.: | | 6. Original LC Amount (Currency & Figures):    7. Brief Description Of Goods (Original Credit): |
| 8.  Do Not Advise Subsequent Amendment(s) To Transferee(s) Unless Instructed By Us (Transferor/1st Beneficiary).  Advise All Subsequent Amendment(s) To Transferee(s) \*With/Without Notice To Us (Transferor/1st Beneficiary). | | |
| 9. **We Hereby Transfer This Letter Of Credit (Ref. No. Mentioned Above) To The Transferee (2nd Beneficiary Mentioned Above) On**  **The Same Terms And Conditions Except**:  Transfer Amount (Currency & Figures) :  Expiry Date : DD/MM/YYYY  Latest Shipment Date : DD/MM/YYYY  Documents To Be Presented Within  Days After Shipment Date  Quantity Of Goods (if applicable) :  Insurance For :  % Or  Amount  (Currency & Figures) | | |
| 10. **Description Of Goods/Quantity/Price Transferred (Applicable For Partial Transfer Only)**:    AMBIZ/E/LC TRF/05-2020 | | |

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| **AmBank**  **AmBank (M) Berhad** (196901000166 (8515-D))  **LETTER OF CREDIT TRANSFER APPLICATION – cont’d** |
| 11. **Additional Instructions**: |
| 12. Bank Charges:  Please Debit Our Account No.:  With You For All Your Bank’s Charges, Transferring Commission, Fees, Out-Of-Pocket Expenses, Correspondent Bank’s Charges, Etc In Connection With The Transfer. |
| 1. In consideration of our request to you, AmBank (M) Berhad to transfer the Documentary Credit (partial/full transfer) to one or more second Beneficiaries (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 Documentary Credit Transfer Application under document Reference No.: AMBIZ/E/LC TRF/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 Documentary Credit Transfer Application and any subsequent amendments to the Documentary Credit Transfer shall be subject to the prevailing International Chamber of Commerce Uniform Customs and Practice for Documentary Credits in so far as they are not expressly modified or excluded by the terms contained herein. 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 Notices (“FE Notices”) relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. 4. We confirm that the proceeds derived from the export of goods will be received within 6 months from the date of export and acknowledge the requirement to obtain approval from Bank Negara Malaysia (“BNM”) in the event export proceeds are not received within 6 months from the date of export as required by Notice 7 of the FE Notices subject to exceptions which BNM may allow and announce in its official website at [www.bnm.gov.my](http://www.bnm.gov.my) 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.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**  AMBIZ/E/LC TRF/05-2020 |