|  |  |
| --- | --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **STANDBY LETTER OF CREDIT APPLICATION** | |
| Please mark  where applicable  \* Delete whichever is not applicable | Date of Application: |
| New Issuance  Renewal | |
| 1. Applicant (Full Name & Address):    3. Applicant Ref. No.: | 2. Beneficiary (Full Name & Address): |
| 4. Advising Bank (At Issuing Bank's Option, If No Nomination): | 5. Standby Letter Of Credit Amount (Currency & Figures):    6. Partial Drawings:  Allowed  Not Allowed |
| 7. Purpose of Standby Letter Of Credit: | |
| 8. Effective Date: From  To  (Expiry Date)  9. If The Effective Date Above Is Back-dated, To State Reason For Back-dating Below (Applicable For Back-Dating Above 30 Days):    For back-dating request, save and except where such consequences or liabilities are caused by the AmBank (M) Berhad’s gross negligence, willful default or fraud, we hereby irrevocably agree to indemnify the 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 authorised signatory/(ies) on the Standby Letter Of Credit Application Form were present and available during the back-dated period.  10. Claims Period (If Any):  (Otherwise As Per The Format Used) | |
| 11. Bank Charges:  a. Secured by cash margin:  Please debit our account No.:  with you for the placement of the 100% /  % cash  margin.  b. Please debit our account No.:  with you for all of your Bank’s charges, commission, fees, out-of-pocket expenses, etc. in connection with the issuance of this Standby Letter of Credit. Such charges shall include those for account of Beneficiary which could not be recovered by AmBank (M) Berhad.  c. For Local Standby Letter Of Credit In Favour Of Resident Beneficiary:  All Banking Charges Are For Account Of Applicant.  All Banking Charges Other Than Issuing Bank Charges Are For Account Of Beneficiary.  d. For Foreign Standby Letter Of Credit In Favour Of Non-Resident Beneficiary:  All Banking Charges Are For Account Of Applicant.  All Banking Charges Outside Malaysia Are For Account Of Beneficiary. | |
| 12. Issue As Per Format Enclosed (Otherwise AmBank (M) Berhad’s Format Shall Apply)  AMBIZ//E/MTC-SBLC/09-2022 | |

|  |
| --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **STANDBY LETTER OF CREDIT APPLICATION – cont’d** |
| 13. Additional Instructions: |
| 1. In consideration of our request to you, AmBank (M) Berhad to issue the Standby Letter of Credit (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 in AmBank (M) Berhad's “Master Trade Terms and Conditions” as executed by us and/or other relevant agreements which have been and will be advised to us by you and currently in force with AmBank (M) Berhad. This Standby Letter of Credit Application and any subsequent amendments to the Standby Letter of Credit shall be subject to the prevailing International Chamber of Commerce Uniform Customs and Practice for Documentary Credits or International Standby Practices, as the case may be. 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 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/MTC-SBLC/09-2022 |