In consideration of our request to you, AmBank (M) Berhad (‘the Bank’) to issue the Standby Letter of Credit (‘the Standby Credit’), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following terms and conditions: -.

1. In the absence of any instructions from us, the Bank is authorised to convert the foreign currency amount payable under the Standby Credit into Malaysian Ringgit equivalent at the prevailing selling foreign exchange rate not later than the 3rd working day from the date of the Bank’s letter of notification of claim made by the Beneficiary on the Standby Credit issued at our request or at such other date as the Bank may determine at its discretion. 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 Standby Credit claims whether booked or earmarked in foreign currency or Malaysian Ringgit equivalent against the multi trade facility/lines offered by the Bank to us.

2. The said documents shall be held by the Bank for the payment of all or any drafts drawn under the Standby Credit.

3. Save and except where the following events were directly attributable to the Bank’s gross negligence, willful default or fraud, we shall fully indemnify the Bank:

1. from and against all claims, actions, proceedings, liabilities, damages, losses (including foreign exchange losses), costs and expenses which the Bank may suffer, incur or sustain by reason or on account of or attribute to the Bank having given/issued the said Standby Credit or as a result of our breach or non-compliance with the Strategic Trade Act 2010.
2. any request or demand made upon the Bank for payment of any sum of money pursuant to the Standby Credit shall be sufficient authority to the Bank for making such payment and the Bank shall not be required to inquire into the circumstances of the demand. We shall not raise any objection to such payment by the Bank and shall at all times keep the Bank fully indemnified and hold the Bank harmless against all liability in relation to the Bank making such payment.

4. Save and except where the following events were directly attributable to the Bank’s or its staff’s, representative’s or agent’s error, omission, misrepresentation or negligence, we shall not hold the Bank or its agent(s), correspondent(s) or representative(s) liable and responsible, and neither shall our obligations under these terms and conditions or in relation to any Standby Credit given/issued by the Bank be reduced, terminated or affected in any way by reason of:

1. any defects in, or invalidity of, any documents tendered including any falsity, inaccuracy, insufficiency or forgery of or in any demand which on its face purports to be a demand signed or authorised pursuant to the Standby Credit or any certificate issued pursuant to the Standby Credit, or in any tested cable, SWIFT message, telex or document which on its face purports to be signed or authorised under the Standby Credit; and/or
2. any defects in, or invalidity or illegibility or unenforceability of, any agreement or documents or arrangement in relation to which the Standby Credit is given/issued; and/or
3. (a) any delay, mistake or omission that may occur in the transmission of the instructions or in the misinterpretation of instructions in relation to the Standby Credit, (b) any documents submitted which on the face of the same appear to be in order are found to be incorrect or falsified or invalid, (c) any lost or delay in the course of forwarding the documents or (d) any error, neglect or default of any of the Bank’s agent(s), correspondent(s) or representative(s).

5. In the absence of any instructions to the contrary specified in "Additional Instructions" in the Standby Letter of Credit Application form, the Bank is hereby authorised by us to instruct any bank or branch concerned to authorise any draft(s) and/or any documents by one or more mails or other methods of conveyance at the Bank’s discretion.

6. The Bank may restrict payment(s) under the Standby Credit to the Bank’s own office or to any correspondent(s) or agent(s) of the Bank’s choice.

7. In consideration of the Bank permitting and/or authorizing the paying/confirming bank to make a claim under the Standby Credit prior to receipt of documents by the Bank, we hereby irrevocably agree to indemnify the Bank for the full amount of the paying/confirming bank’s claim (plus interest or fees and commission whichever is appropriate, from the date of the claim having been met until full repayment of the same, save and except where the permission and/or authorization of such claim was directly attributable to the Bank’s gross negligence, willful default or fraud. Such indemnity shall be at the rate specified or to be specified by the Bank (notification of the rate of interest, fees or commission will be made in writing and such rate will be effective from the date stated)) in the event that such claim is subsequently rejected by us or is otherwise not under a complying presentation and for the purpose aforesaid, we hereby authorise the Bank to debit our account(s) accordingly without further authorization from us.

8. For Standby Credit application which is fully backed by cash margin, we agree to deposit with the Bank prior to the giving/issuance of the Standby Credit or at any time the Bank may determine at its discretion, the sum of minimum one hundred percent (100%) of cash margin equivalent to the full amount of Standby Credit 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 discretion.

9. We shall read and understand the contents of the Standby Credit to be issued by the Bank and in the event we do not understand the legal implication of the contents of the Standby Credit, 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 giving/issuing the Standby Credit save and except such loss was directly attributable to the Bank’s gross negligence, willful default or fraud.

10. Any dispute between us and the Bank arising from the Standby Credit or the issuance of the same shall be governed by and be construed in accordance with the laws of Malaysia. We hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

11. 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.

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.

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 (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.

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 Standby Letter of Credit Application form from this website, we hereby confirm that we have been reminded to read, understand and acknowledge the Terms and Conditions for Standby Letter of Credit 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)) **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):

1. Applicant Ref. No.:
 | 1. Beneficiary (Full Name & Address):

  |
| 1. Advising Bank (At Issuing Bank's Option, If No Nomination):

 | 1. Standby Letter Of Credit Amount (Currency & Figures):

 1. Partial Drawings: [ ]  Allowed [ ]  Not Allowed
 |
| 1. 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/SBLC/09-2022 |

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| **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 for Standby Letter Of Credit Application under document Reference No.: AMBIZ/E/SBLC/09-2022 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. 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 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/SBLC/09-2022 |