

- (c) We hereby request the Bank to credit the proceeds of disbursement of the application as per instructions stated above. You may at your discretion credit the proceeds of disbursement in any mode of payment as you deem fit, and any applicable fees and charges will be borne by us.
- (d) Without prejudice to your rights herein, on maturity of any BA Financing, we authorise you to debit our account maintained with the Bank as stated above for the outstanding financing amount and charges, and any other incidental costs and expenses incurred or maybe incurred by you in relation to the BA Financing. We further authorise the Bank to debit from the said account in full settlement of your acceptance commission and all other fees and charges in relation to the BA Financing. The rate of acceptance commission charges shall be determined by you from time to time and it will be informed to us at the time when we request you to accept the BA Financing.
- (e) We acknowledge and agree that the Bank is not under any obligation to give effect to any application or instruction which might, in the Bank's opinion, be contrary to any law, regulation, directive, sanction, or request of any jurisdiction, or if the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been, or will be, or may be committed. The Bank does not need to disclose the reason nor any information arising from such refusal to us, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, AND the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal.
- (f) This application shall be governed by the laws of Malaysia. We represent and warrant to you that the transactions and documents referred to or contemplated in this application do not contravene any law, regulation, directive, sanction, or request of any jurisdiction including applicable Foreign Exchange Policy Notices. In the event of any guidelines or directives issued by Bank Negara Malaysia or any regulatory bodies governing Bankers Acceptance from time to time, we agree to comply with the requirements.
- (g) We shall be liable to pay any and all taxes or levies which is required by law, regulations, guidelines, decisions, or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over you in respect of any monies payable in connection with this application. Any such taxes or levies incurred by the Bank shall be borne by and charged to us and in the event the Bank shall effect payment, we shall be liable to reimburse the Bank all such amounts paid.
- (h) We shall be fully responsible for any inaccurate, untrue, or incomplete information provided to the Bank. We agree to indemnify and keep you indemnified against all demands, claims, charges and/or expenses of whatsoever nature or description which you may sustain or incur as a result of your accepting the BA Financing or enforcing, attempting to enforce your rights under this BA Financing.
- (i) If this application is to be signed by more than one persons ("the Original Signatories") and any one or more of the Original Signatories fails to sign the same or having signed is not bound by this application (whether by reason of lack of capacity or improper execution of this application or for any other reason whatsoever), the remaining Original Signatories shall continue to be bound by the terms and conditions of this BA Financing.
- (j) This application is subject to the terms and conditions of the Bank's Letter of Offer and the Standard Terms and Conditions Governing Banking Facilities, each as may be varied or supplemented from time to time.
- (k) We confirm that we have received, read, understood, and agreed to be bound by the Privacy Notice issued by the Bank as it may relate to the processing of our personal data. We further confirm that if we have provided any personal data of third-party individuals, we have procured their consent to disclose their personal data to you for the purpose of this application and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.

Authorised Signatory's Signature(s)
Name of Authorised Signatory(ies):
Date: