

Term and Conditions

* Subject to International Chamber of Commerce Uniform Customs and Practice for Documentary Credits currently in force.

** Subject to International Chamber of Commerce Uniform Rules for Collections currently in force.

1. 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 of such refusal nor any information in relation to the 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.
2. We represent, warrant, guarantee and assume full responsibility for the genuineness, regularity and validity of the bill(s) of lading and other documents attached to the bill(s) of exchange drawn by us and the drawee(s) and also the character, quantity, quality and condition of the merchandise mentioned in the bill(s) of lading and/or such other documents.
3. We agree and undertake to be responsible for and to bear all consequences: -
 - (a) for the loss or late or non-arrival of part or all of the bill(s) and/or documents; or
 - (b) for any loss or damage which may happen to any or all of the merchandise whether during its transit by sea, air or land or after its arrival or by reason of the non-insurance or insufficient insurance thereof; or
 - (c) for the stoppage, or detention of the merchandise by the shipper or any other party;

engaging ourselves duly to reimburse you with any sum that may be due to you with respect to the acceptance, discounting and purchase of the bill(s).

4. We represent and warrant to the Bank 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.
5. We agree that if the bill is negotiated and/or purchased and credit is given by you including cases where you have claimed reimbursement from the reimbursing bank, it is subject to the condition that in the event the issuing bank dishonours the bill, we shall immediately on demand repay to you all such moneys advanced / paid by you together with interest thereon at such rate as may be determined by you and all costs and expenses incurred by you in relation thereto. You may with notice to us to debit all such moneys to any of our accounts with you.
6. We shall be liable to pay any 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 the Bank in respect of any monies payable in connection with this Application. Any such taxes or levies incurred by the Bank in relation to this Application 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 for such amounts paid.
7. We irrevocably and unconditionally undertake to reimburse the Bank for any advances made in anticipation of collection including all disbursements made in connection therewith.
8. We hereby agree that the Bank shall not be responsible for any act, omission, default, suspension insolvency or bankruptcy of any correspondent, agent or sub-agent, or for any delay in remittance, loss in exchange or loss of item(s) or their proceeds during transmission or in the course of collection. The Bank shall only be responsible for its own acts.
9. We shall indemnify and keep the Bank fully indemnified at all times from and against any and all consequences, claims, losses, damages, costs and expenses whatsoever (including legal costs on a full indemnity basis) and all other liabilities of whatsoever nature or description that may be incurred or sustained by the Bank arising from or in connection with this Application, to the extent permitted by law and unless it is due to the Bank's gross negligence or wilful misconduct.

9A. Financial Crime Representations and Warranties

- (a) The Bank shall be entitled to take all actions it considers appropriate in order for it to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").
- (b) We understand and agree that if any activities, conduct or circumstances we are involved in (directly or indirectly) may expose the Bank to legal or reputational risk, or actual or potential regulatory or enforcement actions, the Bank shall at any time, without giving any reason or notice to us, have the right to immediately:- (i) close all accounts and terminate all services we have with the Bank; (ii) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services; (iii) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; or (iv) make reports and take such other actions as the Bank may deem appropriate.
- (c) We undertake that we will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold the Bank harmless, indemnify the Bank and keep the Bank indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and

disbursements of any kind whatsoever which the Bank may suffer or incur in connection with or arising from any breach by us of this undertaking.

- (d) We warrant and represent that we and/or any of our affiliates, or to our knowledge, any directors, shareholders, officers, employees, personnel, agents and/or sub-contractors, has not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law including the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). We further represent and warrant that we and/or our affiliates, or to our knowledge, any directors, shareholders, officers, employees, personnel, agents and/or sub-contractors, are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
10. This Application is subject to the terms and conditions of the Bank's Letter of Offer, the Terms and Conditions Governing Credit Bills Purchased and/or Indemnity for Bills Facility, each as may be varied or supplemented from time to time. The Terms and Conditions Governing Credit Bills Purchased can be found at www.uob.com.my.
11. 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 the Bank for the purpose of this Application and they have been given a copy of the Privacy Notice issued by the Bank on the processing of their personal data.
12. We hereby declare that all information given in relation to this Application are true and correct and in full compliance with the applicable Foreign Exchange Administration Rules. We shall be fully responsible for any inaccurate, untrue or incomplete information provided to the Bank.
13. This Application shall be governed by the laws of Malaysia.