



Request for Transfer of Documentary Credit

To: Sumitomo Mitsui Banking Corporation Labuan Branch
Level 12 (B & C), Main Office Tower, Financial Park Labuan, Jalan Merdeka,
87000 Labuan F.T., Malaysia. (Licensed Labuan Bank No.930016C)

Date: _____

Kuala Lumpur Office
Suite 22-03, Level 22, Integra Tower, The Intermark,
348, Jalan Tun Razak, 50400 Kuala Lumpur

Gentleman:

Re: Letter of Credit number : _____

Issued by : _____

Your ref no. : _____

The undersigned (the "First Beneficiary") acknowledges receipt of the Bank's advice of transferable Letter of Credit No.: _____ issued in our favour, the terms of which are satisfactory to us. We now return to the Bank the original advice of the Letter of Credit and hereby irrevocably transfer the same to:

1

_____ (the "Second Beneficiary") on the same terms and conditions as indicated in the original Letter of Credit with the exception of the following amendments:-

2 Amount: _____ Tolerance (%): _____

(Words _____)

3 Quantity: _____ Unit Price: _____

4 Expiration date: _____ in Malaysia.
(This date must be at least eight business days before the expiration date of the Letter of Credit)

5 Latest shipment date: _____

6 Last day for presentation of documents in accordance with UCP600 Article 14(c)

7 The percentage of Insurance cover required under the transferred credit is increased to:

8 We request the Bank to notify the Second Beneficiary by:

Airmail Courier Full Telex/SWIFT

9 In accordance with UCP 600 sub-article 38(e), amendments to the original Letter of Credit:

require our consent before being advised to the above-mentioned Second Beneficiary only if the amendments relate to increase in Letter of Credit value and/or extension of expiry/shipment date and/or extension of presentation period.

do not require our consent before being advised to the above-mentioned Second Beneficiary.

(Please tick accordingly)

10 In case of discrepancies on the documents presented, instructions is to be solely provided by the Second Beneficiary without reference to us.

- 11 We do not intend to substitute our own invoices and drafts (if applicable) for those of the Second Beneficiary for the difference in value, if any.
- intend to substitute our own invoices and drafts (if applicable) for those of the Second Beneficiary for the difference in value, if any. Thus upon receipt by the Bank of the drafts of the Second Beneficiary under this transfer, or at any time on the Bank's demand, we will deliver to the Bank our drafts and commercial invoices drawn in accordance with the terms of the original advice of Letter of Credit: such drafts and invoices to be attached by the Bank to the shipping documents in substitution of those presented by the Second Beneficiary. In the event we fail, at the Bank's demand, to deliver to the Bank the new drafts and invoices as specified above, the Bank is authorised to dispose of the invoices and other documents accompanying the drafts of the Second Beneficiary in accordance with instructions from the Bank's principals without any responsibility on the Bank's part for payment of the difference between the amount of the Second Beneficiary's draft and the amount authorized to be paid under the original advice of Letter of Credit.
- 12 All requests for Transfer must be accompanied by the original Letter of Credit advice, together with any attachments and amendments.
- 13 We enclose our cheque for

or please debit our account no. _____ representing the Bank's commission and in addition thereof, we agree to pay the Bank on demand any expenses, fees, charges and costs which may be incurred by the Bank in connection with this transfer. We understand and agree that these instructions are irrevocable on our part. We agree the Uniform Custom and Practice for Documentary Credits, Publication No.600(UCP600) by International Chamber of Commerce(ICC) (or such later revision as may be adopted by ICC) shall apply to this Application to the extent not inconsistent with the terms herein.

- 14 We shall fully indemnify the Bank and keep the Bank fully indemnified from and against all forms of liabilities including but not limited to all and any damages, losses, costs and/or expenses (including legal costs on solicitors and own client basis and tax payable) which the Bank may incur, sustain or suffer as a consequences of and/or in connection with our request. Nothing herein shall restrict the Bank's right of set-off, combination or consolidation of any of our account(s). We further undertake to pay the Bank on demand the amount of deficiency, if any, and all the Bank's charges. This indemnity shall bind our personal representative(s), successor(s)-in-title and assigns.
- 15 We declare that there is no contravention in application laws and regulations (including but not limited to Strategic Trade Act 2010, UN Sanctions, OFAC Sanctions, US CISADA, FATCA and AML/CFT regulations) imposed by the jurisdiction of our incorporation, any jurisdiction in which we carry on business, Japan and Malaysia.
- 16 This application is subject to the Terms found at <https://www.smbc.co.jp/asia/malaysia/forms/LBN-trade-terms.pdf> which we have read, understood and agree to.

Very truly yours

(Name of first beneficiary)

(Authorised signature)

We represent that the above signature with title as stated conforms with that on file with us and is authorized for the execution of such instruments.

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