

APPLICATION FOR BANKERS ACCEPTANCE (BA)

To: Sumitomo Mitsui Banking Corporation Malaysia Berhad (Company No. 201001042446 (926374-U))
Suite22-03, LEVEL 22, 1) 0* iæT[, ^i, T@ l) 0{i æ\, 348, Jææ T } Ræ æ, 50400 K ææL m] ~i, Mææ æ
Tel: +(603) 2176 1500 FAX: +(603) 2165 1599 Swift Code: SMBCMYKL

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|--|----------------------------------|--|--------------------------|
| 1. Applicant/Buyer/Seller(Full Name and Address): | | 2. Detail of the Financing: | |
| | | a) Original Bill/Invoice Amount (Currency and Figures) | |
| | | b) BA Amount (Figures): | |
| | | c) Rate Quoted: _____ (%) p.a. by | |
| Contact Person: | | d) Tenor: _____ days | |
| Tel No: | | e) Start Date: | |
| Fax No: | | f) Maturity Date: | |
| 3. Foreign Exchange Rate Contracted (If applicable): | | | |
| a) Currency : | b) Exchange Rate : | c) Contract No : | |
| 4. Purpose of the Financing | | 5. Original/Supporting Documents (If applicable): | |
| Purchase of goods from a resident(s) of Malaysia Sale of goods to a resident(s) of Malaysia Purchase of goods from a non-resident(s) of Malaysia Sale of goods to a non-resident(s) of Malaysia | | BA Draft No(s) Invoice Delivery Order Bill of Lading Others (Please specify) | |
| 6. Brief Description of Goods: | | | |
| | | | |
| 7. Instruction on Disbursement : | | Net Proceeds | Invoice Value |
| a) | Please credit to our account no: | | with you |
| b) | Issue | Cashier's Order | Draft as follows:- |
| 1 st Beneficiary: | | 3 rd Beneficiary: | |
| Amount: | | Amount: | |
| 2 nd Beneficiary: | | 4 th Beneficiary: | |
| Amount: | | Amount: | |
| c) | Remit by: RENTAS | GIRO | Telegraphic Transfer to: |

| 7. Instruction on Disbursement : | |
|--|------------------------|
| 1 st Payee: | 2 nd Payee: |
| Payees Bank: | Payees Bank: |
| Address/Branch: | Address/Branch: |
| Account No. | Account No. |
| Amount | Amount |
| d) Kindly utilise proceeds from disbursement towards liquidation of SMBC bills Ref | |
| 8. Instruction on Charges and Payment: | |
| Please debit my/our account No. _____ with you for commissions, charges, principal and interest on/upon maturity. | |
| 9. Applicant's Declaration and Authorisation: | |
| <p>a) I/We have not obtained and will not obtain any other financing pertaining to the underlying transaction from any other third party, including leasing, hire purchase and factoring.</p> <p>b) Where the trade transaction is to finance purchase of goods, the goods purchased shall not be fixed assets.</p> <p>c) I/We undertake the following:-</p> <ul style="list-style-type: none"> i) to deliver to the Bank the complete set of original supporting documents for the Bankers Acceptance (BA) drawn by me/us on the Bank for acceptance and/or discounting; ii) in the event the original supporting documents are returned to me/us after the Bank's checking, the documents will be kept safe by me/us and I/we will produce them for sighting to the Bank or Bank Negara Malaysia as and when required; iii) in the event the Bank accepts documents produced or appearing to have been produced by reprographic systems, automated or computerized systems or carbon copies as supporting documents for drawing of BA by me/us, I/we will upon receipt of the original documents forthwith deliver the same to the Bank even though the BA may already have been drawn and accepted; iv) in the event the Bank allows a BA to be drawn based on a single document, I/we will present the remaining supporting documents to the Bank once they become available; v) any trade transactions between two related companies which are separate legal entities are undertaken at arm's length and there was a genuine transfer of goods; vi) to produce the letter from the Controller of Foreign Exchange to the Bank in the event the credit terms are extended beyond six months to non-resident purchasers and request for a BA to be drawn to finance the trade transaction; and vii) upon request of the Bank, I/we will deliver to the Bank any document(s)/information in my/our possession which the Bank may from time to time require. <p>d) I/We declare that the above said trade transaction is genuine and is a valid trade transaction according to Malaysian laws.</p> <p>e) I/We declare that there is no contravention in applicable laws and regulations (including but not limited to Strategic Trade Act 2010, United Nations (UN) Sanctions, Office of Foreign Assets Control (OFAC) Sanctions, US Comprehensive Iran Sanctions, Accountability and Divestment Act (CISADA), FATCA and Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT) regulations and Japanese Foreign Exchange and Foreign Trade Act (FEFTA) imposed by the jurisdiction of our incorporation, any jurisdiction in which we carry on business, Japan and Malaysia.</p> | |

I/we hereby agree and undertake to hold myself/ourselves liable to you as per conditions set forth in the Terms found at https://www.smbc.co.jp/asia/malaysia/forms/MY_general_trade_terms_jan2024.pdf which we have read, understood and agree to.

Authorised Signatory(ies)

| | FOR BANK USE ONLY | | |
|-------------|-------------------|----------|--------------------|
| Prepared by | Checked | Approved | Signature Verified |
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