

OVER-THE-COUNTER LETTER OF CREDIT-i APPLICATION

 <p>ALLIANCE ISLAMIC BANK Alliance Islamic Bank Berhad 200701018870 (776882-V)</p>	<p>DATE OF THIS APPLICATION: _____</p> <p>NAME OF ISSUING BANK: ALLIANCE ISLAMIC BANK BERHAD</p>
<p>APPLICANT (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Email: _____</p>	<p>BENEFICIARY (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>NAME OF ADVISING BANK (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>SWIFT Code: (if any) _____</p>	
<p>TRANSFERABLE</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>EXPIRY DATE: _____</p> <p>COUNTRY: _____</p>
<p>ISSUING METHOD</p> <p><input type="checkbox"/> SWIFT <input type="checkbox"/> Courier <input type="checkbox"/> Others: _____</p>	<p>CONFIRMATION OF CREDIT TO THE BENEFICIARY</p> <p><input type="checkbox"/> Requested <input type="checkbox"/> Not Requested</p>
<p>AMOUNT IN FIGURES AND WORDS INDICATING THE CURRENCY: _____</p> <p>_____</p>	
<p>PARTIAL SHIPMENTS:</p> <p><input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed</p> <p>TRANSSHIPMENT:</p> <p><input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed</p>	<p>CREDIT AVAILABLE WITH: _____</p> <p>a. <input type="checkbox"/> By Sight Payment c. <input type="checkbox"/> By Deferred Payment</p> <p>b. <input type="checkbox"/> By Acceptance d. <input type="checkbox"/> By Negotiation</p> <p>against the documents detailed herein and Beneficiary's drafts at _____ drawn on Issuing Bank</p>
<p>TAKAFUL/INSURANCE TO BE COVERED BY:</p> <p>Takaful/Insurance has been/will be arranged and will be covered by:</p> <p><input type="checkbox"/> Ultimate Buyer (to furnish a copy of the takaful/insurance to Alliance Islamic Bank Berhad)</p> <p><input type="checkbox"/> Applicant (to furnish a copy of the takaful/insurance to Alliance Islamic Bank Berhad)</p> <p><input type="checkbox"/> Takaful/Insurance to be effected by Alliance Islamic Bank Berhad</p>	
<p>LATEST SHIPMENT DATE:</p> <p>_____</p>	

TRANSPORTATION DETAILS

- a. Place of Taking in Charge/Dispatch from/Place of Receipt: _____
- b. Port of Loading/Airport of Departure: _____
- c. Port of Discharge/Airport of Destination: _____
- d. Place of Final Destination/For Transportation to/Place of Delivery: _____

INCOTERMS:

- a. FOB
- b. FCA
- c. CFR
- d. CPT
- e. CIF
- f. CIP
- g. Other terms _____

GOODS (BRIEF DESCRIPTION WITHOUT EXCESSIVE DETAILS):

LIST OF DOCUMENTS REQUIRED:

- Signed commercial invoice(s) in _____ copies.
- Full set Bill of Lading made to order of Issuing Bank and Applicant notified.
- Combined Transport Documents made to order of Issuing Bank and Applicant notified.
- Air Waybill
- Other transport documents (specify) _____
- Transport documents indicating freight
 - a. Prepaid
 - b. Payable at destination
 - c. Others (specify): _____
- Delivery Order made out in the name of issuing Bank for account of Applicant
- Certificate of _____ Origin in _____ copies
- Packing List _____ copies

Insurance/Takaful covered by shipper (full set of Insurance Policy/Takaful Certificate) blank endorsed in the currency of the credit for not less than the CIF/CIP value plus 10% covering risks under the Institute Cargo Clauses:

- a. Clause A
- b. Clause B
- c. Clause C
- b. War Risks
- e. Strikes
- f. TPND
- g. Others Clauses (specify): _____

Other Documents (specify):

Documents to be presented within _____ days after date of shipment but within the validity of the credit.

ADDITIONAL INSTRUCTIONS:

All charges in connection with this credit outside Malaysia are for account of	<input type="checkbox"/> Beneficiary	<input type="checkbox"/> Applicant				
Confirmation charges, if any are for account of	<input type="checkbox"/> Beneficiary	<input type="checkbox"/> Applicant				
CHARGES						
<input type="checkbox"/> Debit all charges and commission to my/our Account no. _____						
<input type="checkbox"/> Others (please specify) _____						
SECURITY:						
<input type="checkbox"/> Cash Margin (RM) _____						
<input type="checkbox"/> Cash Margin (FCY) _____						
I/We hereby request you to issue an irrevocable documentary credit for our account in accordance with the above instruction (marked with a ✓ where appropriate). The credit will be subjected to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication currently in force in so far as these are not expressly modified or excluded as at the date of issuance of credit. I/We agree to be bound by the General Conditions appearing on the reverse hereof and other relevant agreement.						
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">FOR BANK USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 5px; vertical-align: top;">Signature(s) verified by:</td> <td style="width: 50%; padding: 5px;"></td> </tr> </table>		FOR BANK USE ONLY		Signature(s) verified by:	
FOR BANK USE ONLY						
Signature(s) verified by:						
AUTHORISED SIGNATORY(IES) & COMPANY STAMP						
Note: (1) Mandatory to complete form and tick ✓ where applicable. (2) Details of Islamic Trade Finance Fee & Charges is available in our website https://www.alliancebank.com.my						

In consideration of the Bank issuing this letter of credit, I/we:-

- (a) hereby appoint the Bank to be my/our agent in accordance with the Shariah principle of Wakalah (agency) to do the following on my/our behalf:
 - (i) to make payment to the Beneficiary of the Letter of Credit-i upon demand by the Beneficiary the details of which are stated in this application form; or
 - (ii) to execute the forms BNM/KPW/P.
- (b) agree to be bound by any contract or agreement the Bank enters into on my/our behalf.
- (c) agree that the rights and responsibilities arising from all transactions by the Bank on behalf of me/us must be assumed by me/us.
- (d) agree that any intended effect of the transactions entered into by the Bank pursuant to the above appointment shall be binding on me/us.
- (e) agree that the Bank may appoint another agent on my/our behalf to perform all/any part of the actions under (a) (i) and (ii) above.
- (f) agree that, this Letter of Credit-i facility is dissolved when the Beneficiary discharges the Bank from the guaranteed liability with or without the request from the Bank. However, the said discharge shall not affect my/our responsibility(ies) towards the Bank and the Beneficiary.
- (g) request and authorise the Bank to debit one or more of my/our account(s) with the amount stated in this application form, being Cash Deposit ("the Cash") for the payments to be made by the Bank or the agents or being monies to be applied by the Bank in or towards payment or satisfaction of any sums of money now or hereafter from time to time due or owing to the Bank by me/us in connection with the Letter of Credit-i.
- (h) authorise the Bank at any time, to further debit one or more of my/our account(s) with the Bank in the event the Bank incur any loss or foreign exchange difference or expense due to insufficient funds debited in advance under the preceding paragraph to meet my/our obligations to the Bank in respect of the Letter of Credit-i between the date on which my/our account(s) is debited in advance under the preceding paragraph and the date on which I/we am/are required to reimburse the Bank for payments made by the Bank or the agents under the Letter of Credit-i, and I/we further undertake to indemnify the Bank and save the Bank harmless against all liabilities, damages, compensation charges, claims, expenses, costs, including but not limited to legal costs (e.g. related to obtaining opinions on liability, payment, recovery) which may be suffered and/or incurred by the Bank howsoever in relation to the Letter of Credit-i.
- (i) agree that the Bank reserves the right to withhold the release of the Cash (or part thereof) or to proceed with litigation against me/us if there is a default in payment of any monies due and owing by me/us or by any other party for which I/We am/are the guarantor or am/are accountable, or I/we threaten to cease to carry on my/our business or there is a winding up petition presented against me/us and/or my/our subsidiaries or when any one of my/our partner(s) or director(s) or the partners or directors of the associated accounts have received an order against him/them and/or been adjudged a bankrupt, dies or become insane.
- (j) agree to pay on demand all sight drafts and to accept at sight and pay at maturity all usance drafts drawn in accordance with the terms thereof.

- (k) agree to provide the Bank at or before maturity with funds to meet the payment of draft(s), all disbursements, commissions, profit and charges including freight if any and all obligations liabilities and expenses of any nature incurred by the Bank or the agents in connection with this credit, and the Bank is authorised to debit such sum(s) to my/our current account/Overdraft/Cashline Facility-i account under advice to us.
- (l) agree that on no account shall any claim be made against the Bank either in respect of the documents and/or the merchandise after the draft(s) has/have been accepted or paid by me/us.
- (m) agree that the margin deposited with the Bank in cash, cheque or by the debit of our account will remain blocked either in Malaysian Ringgit or in the currency of the credit as collateral toward the payment of draft(s) drawn under this credit. The excess margin, if any, will be refunded after all our liabilities under the credit have been duly met.
- (n) agree that to secure the payment of all or any moneys for which I/we may at anytime be liable hereunder the Bank have a lien on all the said goods, documents and policies and proceeds thereof and power of sale over said goods before or after arrival as per the Bank's internal policies.
- (o) agree to deposit with the Bank all necessary takaful/insurance cover duly endorsed in the Bank's favour should there be takaful/insurance being taken by me/us. If the Bank is arranging for the coverage, I/we understand that Takaful is the default coverage unless the Bank's panel Takaful providers are unable to provide coverage for the particular sector or class.
- (p) agree that the conversion of the draft amount in foreign currency to Malaysian Ringgit shall be made at the Bank's free selling rate for such currency as follows:
 - (i) for sight draft without discrepancy – on the day that the documents have been checked by the Bank and found to be in order.
 - (ii) for sight draft with discrepancy(ies) – on the day that the Bank receive my/our consent to the discrepancy(ies) except in the case where i/we have taken delivery of the goods against the shipping guarantee in which case, the Bank may convert the foreign currency on the day that the documents are received by the Bank.
 - (iii) for usance draft – on the maturity of the draft.
- (q) agree that the Bank is entitled at its sole judgement to refuse to take up the documents which appear on their face to not be in compliance with the terms and conditions of the credit and I/we agree that I/we shall not hold the Bank bound or liable in the event that I/we suffer any loss or damages as a result of the Bank's action(s) as aforesaid.
- (r) agree that I/we shall be bound by and be liable to indemnify the Bank against all obligations and responsibilities imposed on the Bank or incurred by the Bank by foreign laws and usages and I/we agree to pay same to the Bank on demand and authorize the Bank to debit them to my/our Current/Current-i/Overdraft/Cashline-i account.
- (s) shall indemnify the Bank in the event that the Bank is unable to collect and/or claim for any of the charges, including commission, fees, costs and/or expenses incurred by the Bank or imposed on the Bank by any parties and I/we agree to pay for the same to the Bank on demand and authorize the Bank to debit my/our current account/Overdraft/Cashline Facility-i account for such amount(s).
- (t) agree that the Bank shall not be held liable except in the event of (misconduct) ta'addi, (negligence) taqsir or (breach of specified terms) mukhalafah al-shurut in its duties as agent for us, and in such a case, the Bank shall be liable and shall compensate for the loss or damage including any actual costs suffered by me/us.
- (u) agree that the conversion of charges and other expenses whatsoever in foreign currency to Malaysian Ringgit shall be made at the Bank's free selling rate for such currency on the day that the Bank is debits our current account/Overdraft/Cashline Facility-i account or claiming them from me/us.
- (v) agree that in the case where we have taken delivery of the goods under this credit against the shipping guarantee, I/we undertake to pay and accept the documents presented irrespective of whether there are discrepancies or irregularities in the documents and the Bank is authorised to waive any reserves or guarantees held by the negotiating bank.
- (w) agree that the transmission of instructions under the above credit and the forwarding of documents are entirely at my/our risk.
- (x) agree that after having investigated with the authorities concerned, I/we confirm that the relevant goods stated in this Letter of Credit-i application are not restricted items and do not require an Import License. As such, I/we hold the Bank harmless against any responsibilities and consequences which may arise, and undertake to indemnify the Bank against all loss, damages, costs and expenses whatsoever in relation to them that the Bank may incur. We agree to pay the same to the Bank on demand and authorise the Bank to debit for such costs to my/our Current/Current-i/Overdraft/Cashline-i account.
- (y) agree that I/we undertake to apply for the extension of the relevant Import License(s) in case the goods arrive after its expiry date ..
- (z) agree that unless otherwise expressly stated, this credit shall be governed by and construed and enforced in accordance with the laws of Malaysia and (without prejudice to the Bank's right to legal proceedings against me/us in any other court) I/we submit to the jurisdiction of the courts of Malaysia and any court which may hear appeals therefrom and agree that any legal action, suit or proceeding arising out of or relating to this credit may be brought in Malaysia.
- (aa) agree that unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from me/us.
- (bb) consent to and authorise the Bank to verify with and/or disclose as per the Bank's internal policies to the Central Credit Unit of Bank Negara Malaysia, the Central Credit Reference Information System of Bank Negara Malaysia and/or any authority or body established by Bank Negara Malaysia, any agency established by the Association of Islamic Banks of Malaysia or parties thereto; any information concerning or relating to me/us whether financial or otherwise, my/our account and/or the conduct thereof for any purpose as per the Bank's internal policies of the same to me/us.
- (cc) declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for the purpose of processing this application and providing subsequent services for this and other products and services and/or direct marketing to communicate with me/us for such purpose.
- (dd) confirm and declare as follows:
 - (i) In the case of, a sole-proprietor or partnership:
None of my spouse(s), parents, children, brothers, sisters, their spouses and/or financial dependents and/or my agents and guarantors are in the employment of the Bank or its subsidiaries and/or related to a director, officer or employee of the Bank or its subsidiaries.
 - (ii) In the case of a company, society or other body not covered under paragraph (a) above:
None of our directors, managers, controlling shareholders (whether directly or indirectly interested) and/or agents and guarantors are in the employment of the Bank or its subsidiaries and/or are related to any director, officer or employee of the Bank or its subsidiaries, whether as parent, spouse, brother, sister or child and/or their financial dependent except those stated in this application.

- (ee) undertake to inform the Bank immediately if any such relationship set out in paragraph (dd) (i) and (ii) above is established/intended to be established at any time.
- (ff) agree that the appointment of the Bank as an agent to pay (and all other duties stated in (a) above) shall cease upon:
 - (i) upon termination of this Letter of Credit-i facility; or
 - (ii) upon the demise, dissolution or loss of legal capacity of me/us; or
 - (iii) upon the dissolution or loss of legal capacity of the Bank; or
 - (iv) if I/we lose our right to appoint the Bank as my/our binding agent; or
 - (v) when both the Bank and me/us mutually agree to terminate this Letter of Credit-i facility; or
 - (vi) when I/we exercise the option to terminate this Letter of Credit-i facility due to misconduct, negligence or breach of specified terms of the contract by the Bank; or
 - (vii) when the Bank withdraws from this Letter of Credit-i facility due to breach of specified terms of the contract by me/us.
- (gg) agree that upon occurrence of either one of the events in paragraph (ff) above, any asset or rights entrusted with the Bank shall be returned to me/us.
- (hh) agree that this Letter of Credit-i facility shall be deemed to be no longer required upon fulfilment of all obligations of both the Bank and me/us under this facility which include settlement made by the Bank (if any) and such settlement can be demonstrated by the following:
 - (i) full payment of the agreed sum by me/us; or
 - (ii) waiver of right to receive the amount outstanding to the Bank; or
 - (iii) set-off of obligations between the Bank and me/us; or
 - (iv) transfer of the obligation to pay the fees in relation to the transfer to a third party through a mutually agreed transfer of debt arrangement
- (ii) I/We hereby declare that the information given on this Form and in other related documents are true and correct and in full compliance with the Islamic Financial Services Act 2013 and the Central Bank of Malaysia Act 2009. I/we shall be fully responsible for any inaccurate, untrue or incomplete information provided. I/we also authorise Alliance Islamic Bank to make this information available to Bank Negara Malaysia in compliance with the Islamic Financial Services Act 2013 and the Central Bank of Malaysia Act 2009.

Upon the occurrence of any of the events in paragraph (ff) above and fulfilment of all obligations by the Bank and me/us under this Documentary Credit Facility, both the Bank and me/us shall be free from any contractual obligations under this Documentary Credit Facility