

Application for Accepted Bills-i Sale

Date*:

To: UNITED OVERSEAS BANK (MALAYSIA) BHD [199301017069 (271809K)] ("BANK")

Please mark **X** where applicable and fill in using BLOCK LETTERS. *Indicates mandatory information to be provided.

Details of Applicant	Details of Financing
Applicant Full Name & Address*:	Financing Amount (RM)*: <i>(Rounded downwards to nearest thousand)</i>
	Tenor*: Disbursement Date*:
	Maturity Date*:
Apply on behalf of (Full Name & Address): <i>(if applicable)</i>	Purpose of Financing*:
	Debit Our Account No. *: <i>(Instruction on Fees, Charges & Payment)</i>
	Exchange Rate (if applicable)
Contact Person <i>(Authorised to provide instruction to the Bank)</i> : Tel:	<input type="checkbox"/> Book a rate on our behalf
	<input type="checkbox"/> We have booked a rate Contract No.: Exchange Rate:
Disbursement of Proceeds Instructions*	
<input type="checkbox"/> Credit our Account No.:	
<input type="checkbox"/> Remit by electronic payment as per instruction below <i>(If space is insufficient, please submit additional info as an attachment with company's stamp & signed by authorised signatories)</i>	
Beneficiary:	
Beneficiary's bank:	
Swift Code:	
Account Number:	
Amount:	
Additional Instructions if any	

In consideration of you accepting our application for the financing under Accepted Bills-i Sale facility ("Facility"), we irrevocably and unconditionally undertake that the following terms shall govern the Facility herein:

- (a) In relation sales/export: the Contract Note - Sales/Export based on the Shariah principle of Bai' Al-Dayn.
- (b) We certify that the Accepted Bills-i financing ("AB-i Financing") applied are for our trade transactions namely, imports to and exports from Malaysia, and domestic trade. We further certify that no other financing had been or will be obtained by us for the same invoices from any other bank or financial institutions.
- (c) For any application for AB-i Financing presented for our exports from Malaysia, we undertake to deliver to you the original export bills for collection. We agree that the proceeds received pertaining to the export bills will be held by you as security for all monies paid or advanced until our obligations pertaining to the AB-i Financing have been fully discharged or payment for all money owing to you is fully settled.

- (d) 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 shall be borne by us.
- (e) Without prejudice to your rights herein, on maturity of any AB-i 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 AB-i Financing. We further authorise the Bank to debit from the said account in full settlement of your profit and all other fees and charges in relation to the AB-i Financing. The financing rate 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 AB-i Financing.
- (f) 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.
- (g) 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 Accepted Bills-i from time to time, we agree to comply with the requirements.
- (h) We shall be liable to pay any and all taxes or levies which is required by law, Shariah, 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.
- (i) 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 AB-i Financing or enforcing, attempting to enforce your rights under this AB-i Financing.
- (j) 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 AB-i Financing.
- (k) This application is subject to the terms and conditions of the Bank's Letter of Offer and the Standard Terms and Conditions Governing Islamic Financing Facilities, each as may be varied or supplemented from time to time.
- (l) 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:

CONTRACT NOTE - SALE / EXPORT

Date:

ACCEPTED BILLS-i (SALE / EXPORT)

Customer : _____ (the "Customer")

Transport Documents / Delivery Order No.:

Pursuant to the Application Form for Accepted Bills-i Sale under the terms and conditions of the Facility granted to the Customer, under Bai' Al-Dayn contract, the Customer hereby sells and the Bank hereby purchases the receivables with details as follows:

Receivables amount	
Profit	
Purchase Price	
Tenor (day)	
Maturity Date	

The Customer hereby agrees for the Bank by authorising the Bank to credit the purchase price into its Islamic Current Account No. _____ / Current Account No. _____ Foreign Currency Account No. _____ (where applicable).

It is hereby agreed that this Bai' Al-Dayn Contract Note is an instrument employed in one transaction to secure the payment of monies due and owed to the Bank within the meaning of Section 4 (3) of the Stamp Act 1949 and for the purpose of the said section, this Bai' Al-Dayn Contract Note is deemed to be the subsidiary instrument.

Pursuant to Para 6 of the General Exemptions of the First Schedule of the Stamp Act 1949 wherein this Bai' Al-Dayn Contract Note is an additional instrument strictly required for the purpose of compliance with the Shariah principles, this Bai' Al-Dayn Contract Note is exempted from stamp duty.

On behalf of the Customer:

**For and on behalf of:
UNITED OVERSEAS BANK (MALAYSIA) BHD**

(Authorised Signature/s)

(Authorised Signature/s)

Company's Rubber Stamp:

FOR BANK USE ONLY:
Reference No: