

**Application Form for Invoice Financing-i**

Date : \_\_\_\_\_

Purchase  Sale

To: **United Overseas Bank (Malaysia) Bhd [199301017069 (271809K)] ("the Bank")**

**Please complete form clearly in English & BLOCK LETTERS**

Applicant: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Invoice Currency: \_\_\_\_\_ Total Invoice(s) Amount: \_\_\_\_\_

Financing Tenor: \_\_\_\_\_ Financing Currency: \_\_\_\_\_ Financing Amount: \_\_\_\_\_

Other details:

\_\_\_\_\_

1. We request for the above stated Financing Amount to be drawn out of Invoice Financing-i facility to pay the above stated invoice(s) issued by us/Beneficiary/Supplier named below.
2. We have appointed you to be our agent in the dual agency arrangement pursuant to the Appointment of Agency as described in the Letter of Offer in order to complete the Commodity Transaction.
3. We hereby irrevocably authorise and instruct the Bank to settle the above-mentioned invoice via the commodity proceeds from the sale of the Commodity as follows:- (Please check the applicable box(es) only).

Effect Payment By Telegraphic Transfer, the payment details are as follows:-

Remittance Currency & Amount:

Name of Beneficiary/Supplier:

Beneficiary's Account Number:

Name & Address of Beneficiary's Bank:

Receiving Agent of Beneficiary's Bank (if any):

(For Reimbursement of Purchase or Sale) Credit to the following accounts maintained with.

Islamic Current Account / Current Account No.

Foreign Currency Account No.

(For Reimbursement Basis) Credit to our account number \_\_\_\_\_ with you as we have earlier remitted the payment directly to our supplier on \_\_\_\_\_ (ddmmyyy) via our account number \_\_\_\_\_ with \_\_\_\_\_ (bank). (Evidence of payment enclosed)

We have booked Foreign Exchange contract no. \_\_\_\_\_ with rates \_\_\_\_\_

for value date \_\_\_\_\_ with dealer \_\_\_\_\_

Please book a Foreign Exchange contract on our behalf.

Others. (Please specify)

4. On maturity of the Invoice Financing-i, the Bank is authorised to debit the following accounts for all fees, profit, administrative, payment of any charges, compensation charges and service charges due to the Bank and for the full settlement of the above bill on due date, including profit, cost or expenses in respect your disbursement and any incidental charges without prior reference to us.

(For fees and charges) Please debit account number \_\_\_\_\_

(For settlement of bill) Please debit account number \_\_\_\_\_

Others. (Please specify)

- 
5. We hereby represent, warrant and undertake to the Bank as follows, that:

- (a) if we are seller, we have delivered the Goods which are the subject of the above stated invoice(s) in good order and condition OR if we are buyer, we have purchased and received the Goods which are the subject of the above stated invoice(s) in good order and condition;
- (b) this application is not applicable for request for financing to reimburse the Applicant) if we are seller, we have not been paid for to date OR if we are buyer, we have not paid to date;
- (c) transaction(s) underlying the invoice(s) is/are bona fide transaction(s) concluded on reasonable commercial terms;
- (d) transaction(s) underlying the invoice(s) is/are not transaction(s) made with related corporation(s), associated corporation(s) or corporation(s) which are controlled by any of our directors, shareholders, officers or employees, except where the prior written consent of the Bank has been obtained;
- (e) we shall immediately give to the Bank on request all original supporting documents in connection with this application;
- (f) we have not and will not be obtaining financing in respect of the invoice(s) from any other bank or financial institution;
- (g) we shall pay to the Bank, the entire proceeds of sale in respect of the Goods immediately when received without any set off or deduction whatsoever. Pending payment of such sale proceeds of Goods to the Bank, we shall hold the entire proceeds of sale as trustee for the Bank absolutely and without intermingling them with other moneys; and
- (h) we shall pay to the Bank all related profit at the profit rate stipulated in the relevant facility letter or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank;
- (i) we will not hold the Bank liable for any loss suffered or incurred by us should the Bank reject our application.

6. We agree, to the extent permitted by law and unless due to our gross negligence or wilful misconduct, to indemnify and hold harmless the Bank from and against any and all costs, claims, demands, losses, charges and expenses howsoever and of whatsoever nature which the Bank may sustain, incur or be liable for in connection with, or arising out of this application and the Banks' grant of the invoice financing.
7. We shall be liable to pay for any goods and services tax or other taxes or levies which as at the date of this application or at any date subsequent to the date of this application, is required by law to be paid to anybody or authority having jurisdiction over the Bank, in respect of any monies charged or incurred by the Bank in relation to this application. Any goods and services tax or other taxes or levies incurred by the Bank in relation to this application, shall be borne by and charged to us and in the event that the Bank shall effect payment we shall be liable to reimburse the Bank for such amounts paid.
8. We confirm, represent and warrant that all statements and other information or document provided in connection with this application are true and accurate and undertake full responsibility for and accept all consequences of any inaccurate or untrue statement, information or document. We hereby undertake to present to the Bank for inspection all relevant documents in support thereof at the Bank's request.
9. Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected by the Bank.
10. The Bank is not obliged to effect 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, committed. The Bank does not need to disclose any information arising therefrom to us, and the Bank can do anything necessary to comply to such law, regulation, directive, sanction, or request, AND will not be liable for any loss or damage incurred or suffered as a result.
11. This Application is subject to the terms and conditions of the Bank's Letter of Offer, and other related terms and conditions stipulated therein, as may be varied or supplemented from time to time.
12. 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.
13. We declare that the Goods are 'Shariah-Compliant' Goods. We further declare and agree that the Bank reserves the right to reject our application if the Goods are not 'Shariah-Compliant' Goods in accordance with the Bank's policy and requirements.
14. This Application shall be governed by and construed in accordance with the laws of Malaysia.

Yours faithfully,

\_\_\_\_\_  
Authorised Signature(s)

Company Name:

Address: