APPLICATION FOR BANKERS ACCEPTANCE ("BA")



Date: ____ To: Mizuho Bank (Malaysia) Berhad (2010010369768) (923693-H) dd/mm/yyyy Please complete and mark "X" where applicable *Delete whichever is not applicable BA Drawn to Finance: Purchase From *Resident/Non Resident Sales To *Resident/Non Resident 1. Applicant/Buyer/Seller (Full Name & Address): 2. Related *Import/Export/Local Sale or Purchase Ref. No.: 3. BA Amount (Figures): 4. Financing Tenor Required (In Days): MYR: 5. We enclosed herewith a BA No. _______for _____for days drawn on yourself for MYR duly signed and endorsed on the reverse. 6. Kindly accept and discount the BA and utilize the proceeds as follows: Please Credit to our Current Account No. ______ maintained with Mizuho Bank (M) Berhad. Please remit to : SWIFT Code : _____ For Credit of Account no.: In the Name of : _____ All fees, including fees, charges, costs or expenses incurred in connection with the BA: Debit our account maintain with the Bank _____ Account no. Others (please specify): ____ Purpose Code (for BNM reporting): ____ 7. Settlement Instructions: On Maturity of the BA, we authorized you to debit our Bank account number : _____ for settlement of your discharge of the BA and that we undertake to provide sufficient funds in our account to meet the debit inclusive any other charges incurred if any. ☐ We undertake to remit with sufficient funds to your good bank to meet the debit account for BA settlement on maturity date via Rentas (MHCBMYKA) / GIRO (account no.8880000258). 8. Special Instruction and additional condition or remarks (if any): 9. We further undertake to provide you with the full set of supporting documents complete with the Bank Stamp upon demand if the original documents are given back to us after acceptance. 10. In consideration of our request to you, Mizuho Bank (M) Berhad ('the Bank') to accept and/or discount the BA for our account and in accordance with our application, we irrevocably agree to fully abide by the following declaration and authorisation:-1. We declare that no other source of finance (including without limitation, under a lease, hire purchase, or factoring agreement or otherwise) has been obtained, or would be obtained for this trade transaction pertaining to the above BA. 2. We hereby acknowledge and agree that the Bank is not under any obligation to give effect to any application or instruction or to accept and/or discount any of the above BA 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 any reason to believe that a breach of any laws or any regulation has been, or will be, or may be committed. The Bank will not 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.

- 3. We represent and warrant to you that the transactions and documents referred to or contemplated in this BA Application do not contravene any law, regulation, directive, sanction or prohibitions in any jurisdictions.
- 4. We shall pay any and all taxes or levies which is required by law, 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 BA 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 fully liable to reimburse the Bank all such amounts paid or incurred.
- 5. This Application is subject to the terms and conditions defined in the Facility Letter and/or the Facility Agreement for Bankers Acceptance, each as may be varied or supplemented from time to time at the sole discretion of the Bank.
- 6. We hereby declare that all information given in relation to this BA Application is true and correct and in full compliance with the applicable Foreign Exchange Policy Notices. We shall be fully responsible for any inaccurate, untrue or incomplete information provided to the Bank.
- 7. We confirm that the proceeds derived from export of goods will be received within 6 months from the date of export and acknowledge the requirement to obtain all requisite approval from BNM as published in Bank Negara Malaysia ("BNM") official website at www.bnm.gov.my from time to time.
- 8. We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all other regulations and requirements connected thereto.

9. This Application and related transactions shall be governed by the laws of Malaysia.	S.V For Bank Use
Authorised Signatory/ies (Complete With Company Stamp, wherever applicable)	
Signatory Name	