

**ACCOUNT RECEIVABLE PURCHASE (“ARP”) TRADE SERVICES AUTHORISATION FORM**

**TO : OCBC Bank (Malaysia) Berhad (199401009721 / 295400-W) (the “Bank”)**
Menara OCBC, No 18, Jalan Tun Perak, 50050 Kuala Lumpur, Malaysia
Trade Finance Operations: 1300-88-7000
[www.ocbc.com.my](http://www.ocbc.com.my)

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| **CUSTOMER INFORMATION** |
| Customer Name: |       |

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| **PART A: E-MAIL ENQUIRIES/RESPONSES ON ARP TRANSACTIONS** We request the Bank to send/receive ARP related enquiries and receive/provide responses to/from us via e-mail. The following person(s) are authorized by us to make/receive enquiries and receive/provide responses to/from the Bank pertaining to ARP transactions through the specified e-mail address below: We acknowledge that this e-mail enquiry/response does not include instruction to debit account / authorize a transaction.  |
| **Request** | **Name** | **Tel No.** | **E-mail Add.** |
| New |       |       |       |
| New |       |       |       |
| New |       |       |       |
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| New |       |       |       |
| **Part A – ARP related enquiries and responses between the Bank and Customer:** 1. We are aware that e-mail enquiries and responses to the Bank may be sent or made without proper authority and we accept full responsibility and assume the risks for all enquiries and responses given to or received by the Bank whether such communications were given by us or purported to be given by us without our knowledge or consent.
2. The Bank shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting on the enquiries and responses via email so long as any such e-mail enquiries and responses emanate from the above specified e-mail address.
3. The Bank shall not be bound to act on any enquiry or response if the Bank is prevented by law or any attachment or Court order or restraint or has other lawful excuse from complying with any communications given or purported to be given by us or where such enquiries or responses are vague, unclear, incomplete or illegible. The Bank shall not be liable for or in respect of such enquiries or responses acted upon by the Bank arising from or connected with any error or misunderstanding or lack of clarity in the terms of such enquiries or responses.
4. Under no circumstances shall the Bank be obliged to (but the Bank may through such means as the Bank in its sole discretion decides) verify the contents, authorisation, origination, delivery or receipt of any enquiry or response. The Bank may provide notice (which may be by email, telephone or any other modes as the Bank deems fit) to us of any declined enquiries or responses.
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| **PART B: AUTO-FAX ADVICES/STATEMENTS ON ARP TRANSACTIONS**We request to receive from the Bank ARP transaction advices and statements via facsimile to the fax number(s) specified below: |
| **Request**  | **Office Fax Number** |
| New  |       | Primary Number |
| New |       | Secondary Number: To be used only when fax to Primary Number is unsuccessful |
| **Part B Condition**: 1. By electing to receive ARP transaction advices and statements via facsimile, we acknowledge that the Bank will not be sending the advices and statements via postal mail.2. We accept full responsibility and assume the risks for all advices and statements sent to us by the Bank via facsimile. The Bank shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting on our above request to send the ARP related advices and statements via facsimile so long as any such advices and statements are sent to the above fax number(s). 3. We shall notify the Bank in writing in the event that we wish to receive the ARP related advices and statements via postal mail and shall agree with the Bank of the necessary arrangement in respect of the postal mail.  |

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| **PART C: APPROVED DEBTOR(S) INFORMATION**For ARP facility(ies) to the Customer on *Disclosed basis*, we request the Bank to contact and send monthly statements in respect of the account receivables to the buyer(s) or approved debtor(s)(the “Approved Debtor(s)”) based on the contact information provided by us in Appendix 1 hereto. We acknowledge that the monthly statements will be sent to the Approved Debtor(s) via facsimile. If facsimile is not available, we request the Bank to send the monthly statements to the address of the Approved Debtor(s) provided by us via courier.  |
| **Please complete Appendix 1.**We declare and confirm that the information of the Approved Debtor(s) provided by us in *Appendix 1* hereto is true, accurate and up to date. We shall update and notify you in writing (by completing this form) should there be any change in the contact information provided in *Appendix 1* hereto in respect of the Approved Debtor(s).  |

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| **CUSTOMER DECLARATION & AGREEMENT** |
| 1. The Bank may communicate with us and rely on the communications of our specified authorised person(s) in accordance with our authorizations provided herein in respect of the ARP transactions.
2. The Bank may contact and communicate with the Approved Debtor(s) in respect of the ARP transactions based on the information provided by us herein until the Bank receives from us written notification of any change and that the Bank has had reasonable time to act on such change (after which time it may rely on the change).
3. We shall immediately notify you in writing if there are any change in the authorizations, requests and/or information provided herein.
4. The authorizations, requests and information provided by us and acted/relied upon by the Bank shall be conclusive evidence in any legal proceedings of the authorizations, requests and information given by us and of the fact that such authorisations, requests and information were in fact provided by us. The Bank shall be entitled to treat such authorisations, requests and information as fully authorised by and binding upon us and the Bank shall be entitled (but not bound) to act on or carry out such authorisations, requests and information as the Bank, may in good faith consider appropriate.
5. The Bank shall not be liable or responsible for any loss, damage, expenses, claims or liabilities suffered by us as a result of or related to or arising out of any delay/malfunction/failure/disruption of any machines, computers, mechanical or electronic device, data processing system, transmission line, communication system, power or utilities, or hacking, unlawful or unauthorised interference with the security or interception of any communication, mis-delivery of any communications, or any discrepancies or errors in the figures, requests enquiries or messages not due to or caused by the Bank. The Bank gives no warranty or representation whatsoever on level of security of the communications or encryption and/or password protection technology used for the communication sent by the Bank.
6. We undertake to indemnify the Bank in full and to keep the Bank fully indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with the Bank doing or acting in accordance with the terms of our authorizations, requests and information provided and terms contained herein and we shall immediately reimburse the Bank any sums demanded.
7. Any sums certified by an officer of the Bank as payable by us under the aforesaid indemnity shall be accepted by us as conclusive save for manifest error and we agree that the Bank is entitled (but not bound) to debit the aforesaid sum(s) from any of our accounts with the Bank.
8. The authorisations, requests and information provided herein shall remain in full force and effect unless and until the Bank receives fourteen (14) business days’ notice of termination from us in writing, save that such termination will not release us from any liability and/or indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms herein prior to the date of such termination or date of such notice, whichever is later.
9. We represent and warrant to the Bank that we have obtained consent from the persons named in Part A and C above to disclose their personal data to the Bank and process their personal data in connection with the authorisations, requests, information and purposes and terms herein and that we have informed them:
	1. That the Bank may if required, disclose their personal data to classes of third parties described in the Bank’s privacy policy posted at the Bank’s website (the “**Privacy Policy**”);
	2. That the Privacy Policy sets out the choices and means for limiting the processing of their personal data;
	3. To read the Privacy Policy posted in the Bank’s website; and
	4. To update their personal data as soon as there are any changes.
10. A notice under paragraphs (1) and (6) hereof shall be effective if signed by the authorised signatory(ies) of our accounts.

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| **AUTHORISED SIGNATURE(S):**(To be signed by persons authorised to make the above changes)  |
| ------------------------------------------------Name:      Date:       | ------------------------------------------------Name:      Date:       |

**Appendix I – Approved Debtor List
(Mandatory for all fields to be filled for Account Receivable Purchase facility(ies) on Disclosed basis to add in any New and/or Delete any existing Approved Debtor’s contact details.)**

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| 1. | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
|  |
| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |

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| 2. | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
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| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |

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| 3. | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
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| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |

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| 4 | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
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| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |

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| 5. | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
|  |
| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |

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| 6. | **Request :**New | **Approved Debtor’s Name** | : |       |
| **Company Address** | : |       |
| **Fax number** | : |       |
|  |
| **Contact Person Name (Main)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |
|  |
| **Contact Person Name (Alternate)** | : |       |
| **Designation** | : |       |
| **Contact Number** | : |       |
| **Email Address**  | : |       |