***Please read and understand the Terms and Conditions that govern the usage of Trade Finance e-Forms. The Trade Finance e-forms are found at the last page and are available for download via the URL.***

**Letter of Credit**

**Agreement and Indemnity for Issuance of Irrevocable Documentary Credit**

1. I/We authorise OCBC Bank (Malaysia) Berhad (“the Bank”) to accept or pay for my/our account the draft(s) and/or documents purporting to be drawn under and tendered or negotiated pursuant to this Credit and to pay all sums which appear or purport to be claimed or demanded or which the Bank is liable to pay in accordance with or pursuant to this Credit, without any reference to or further authority from me/us and without inquiry into the justification for it or the validity, genuineness or accuracy of any statement or certificate received by the Bank with respect to or under this Credit and despite any contestation on my/our part. I/We agree that any such draft(s) and/or documents or claims or demands for payment of any such sums shall be binding on me/us and shall as between the Bank and me/us, be accepted by me/us as conclusive evidence that the Bank was liable to pay or comply with them.
2. I/We shall hold the Bank and the Bank's agents free from any responsibility for (a) any delay, mistake or omission that may happen in the transmission of the instructions or in the misinterpretation of such instructions, (b) the correctness or genuineness of the documents submitted which on the face thereof appear to be in order, (c) the loss or delay in the forwarding of the documents or (d) any error, neglect or default of any of the Bank's agents.
3. Where the Bank agrees to accept a delivery order/delivery note/cargo receipt or other similar document signed by me/us or my/our nominated agent/representative acknowledging receipt of the goods being in good order and condition whether for the account of the Bank or otherwise, I/we hereby waive all irregularities, discrepancies, inconsistencies, omissions, insufficiencies, missing documents and delays in the documents received by the Bank or tendered under this Credit including late presentation and expired Credit. I/We also undertake to accept that all such documents correspond with this Credit and I/we will accept any draft(s) and/or documents drawn on me/us and the Bank is irrevocably authorised to pay on presentation or maturity, as the case may be, the amount or amounts of the said draft(s) and/or documents together with all charges if any and to debit my/our account(s) accordingly.
4. The Bank shall not in any circumstances be held responsible for any detention, loss or deterioration of, or any damage to the goods or for any failure to insure them, or for their quantity, quality, condition or delivery or the correctness, validity, sufficiency or genuineness of any of the documents relating to them.
5. I/We agree that the Bank shall have security interests in and hold as security all documents issued, drawn under or otherwise in connection with this Credit (including but not limited to any shipping documents, cargo or warehouse receipts, policies of insurance, and/or any documents accompanying or relative to the draft(s) and/or documents drawn under this Credit), goods shipped under or pursuant to this Credit or any subsequent sale thereof by me/us and the proceeds of each and all of the foregoing (collectively the "Secured Property"), for all monies, interest, fees, commission and/or charges, obligations and liabilities, whether absolute or contingent, which are now or may at time hereafter be owing by me/us to the Bank (collectively the "Obligations") until such time as all my/our obligations or liabilities to the Bank have been fully paid or discharged. The Bank may hold and dispose of the Secured Property or any part thereof whether or not in the Bank's possession or control or that of me/us or that of your correspondent(s) in the event I/we default in the Obligations or any part of it to the Bank with prior notice to me/us. If the sale proceeds do not pay for all of the Obligations, I/we shall immediately pay the remaining amount due to the Bank. All fees (including attorney's fees on a full indemnity basis), charges, expenses and taxes incurred in connection with the sale shall be borne by me/us. I/We further agree to indemnify the Bank against all claims arising out of any assertions by any third party in connection with the sale of any or all of the Secured Property.
6. I/We further agree that in the case of loss of the goods shipped, I/we shall have no claim against the Bank in respect of the policies of insurance of the goods and the Bank shall be entitled to obtain payment of all monies payable under the policies and to apply the monies received thereunder towards payment of the Obligations in the manner stated in clause 6 above.
7. I/We irrevocably and unconditionally undertake and agree:
	1. To pay interest at the rate fixed by the Bank from time to time with monthly rests from the date of the draft(s) and/or documents to the date of payment by me/us;
	2. To pay the Bank's usual commission and all expenses and the Bank's agents’ charges, if any;
	3. To pay the current rate of exchange at the date of payment as conclusively determined by the Bank unless otherwise agreed; and
	4. That where any taxes, levies or charges whatsoever are now or hereafter required, imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agents or any fees, costs and expenses incurred by the Bank or its agents) shall be borne by or chargeable to me/us and payable by me/us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit my/our account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and the Bank’s agents’ charges, if any, together with such taxes under or in connection with or in respect of this Credit.
8. I/We irrevocably agree that the Bank may take instructions on and release all documents received from me/one of us singly without reference to the rest of us.
9. I/We undertake to pay to the Bank on demand all amounts paid by the Bank under this Credit or in the case of draft(s) and/or documents accepted under this Credit to place the Bank in funds to meet such draft(s) and/or documents on or before maturity. I/we further undertake to execute all documents and take all actions upon the Bank’s request with a view to protecting the Bank’s interests in the Secured Property. In each case payment will (unless otherwise agreed or required by the Bank) be made in Malaysia Ringgit in Malaysia or in the foreign currency which is the legal tender in the respective currency settlement centre together with the Bank's commission and all interests, charges and expenses payable to or incurred by the Bank under or in connection with or in respect of this Credit. Interests for these purposes shall accrue upon such amounts as stated above, from the date when such amounts were first paid by the Bank until payment of them by me/us in full (both after as well as before judgement), at such percentage rate per annum above the cost to the Bank (as conclusively determined by the Bank) of acquiring such funds in such currency and manner as the Bank may from time to time decide. The Bank may take such action as the Bank may think fit to reimburse itself in respect of any payments made or other liabilities incurred by the Bank under or in connection with or in respect of this Credit.
10. Where the Bank or any other bank negotiates, pays or accepts the draft(s) and/or documents received or tendered under this Credit after acting in good faith and without gross negligence to determine that they comply with this Credit, such draft(s) and/or documents tendered shall be deemed to be in order and shall irrevocably bind me/ us to make payment to the Bank for the amount or amounts of the draft(s) and/or documents and the Bank is duly authorised to debit my/our accounts accordingly.
11. I/We shall if requested by the Bank, and such request may be made at the sole discretion of the Bank and the Bank shall not be under any obligation to make any such request, state whether the documents tendered are to be accepted in spite of discrepancies, if any, and such reply or response shall be made by telephone or by telex or by telefax or by other electronic transmission or in writing delivered by hand to reach the Bank. In the event I/we do not respond or delay in responding, the Bank may reject discrepant documents without further reference to me/us.
12. Where discrepancies have been noted and the Bank rejects the related drawing/presentation of documents as a result of such discrepancies, I/we irrevocably and unconditionally agree to indemnify the Bank in the event that the rejection of documents is subsequently held by any court of law to be invalid and the Bank is irrevocably authorised to debit my/our account(s) with the amount payable together with all interest, charges and all related costs including all losses, costs (legal or otherwise) and expenses incurred, sustained or suffered by the Bank in connection therewith.
13. I/We shall indemnify the Bank and keep the Bank indemnified against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank opening or issuing or establishing this Credit or arising in relation to or out of this Credit or otherwise howsoever, including all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under this indemnity or under or in connection with or in respect of this Credit. I/We authorise the Bank to debit my/our accounts with the Bank all amounts owing or payable by me/us to the Bank under this indemnity or under or in connection with or in respect of this Credit.
14. In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law, the Bank may at any time at the Bank's discretion and with prior notice to me/us set-off or transfer any sum or sums standing to the credit of my/our account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of this Credit.
15. Where the context so admits:-

a) The singular includes the plural and vice versa;

b) References to persons include references to companies or corporations and vice versa; and

c) Where there is more than one person included in the references "we", "our" and "us", all references to "we", "our" and "us" shall be read as referring to all or any one or more of such persons and all covenants, agreements, undertakings, terms, stipulations and other provisions hereof shall be deemed to be made by and be binding on them jointly and severally; and all notices and other communication sent to any one of them shall be deemed to be sufficient notification to all of them.

1. The “Bank” refers to OCBC Bank (Malaysia) Berhad in Malaysia and its successors and assigns.
2. Unless otherwise instructed, this Credit would be subject to the latest version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France which is in effect on the date of issuance of this Credit by the Bank. This indemnity shall be governed by and construed in accordance with the laws of Malaysia and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts in Malaysia.
3. Any funds and assets I/we place with the bank and any profits that they generate, will comply with the tax laws of the countries where I/we live or of which I/we am/are citizen(s).

 **Export Letter of Credit Bill Processing**

**Agreement and Indemnity for Handling of Bills under Letters of Credit**

1. For letters of credit that are not confirmed by the Bank, we agree that notwithstanding the terms of the letter of credit any negotiation pursuant to this application will be with full recourse to us for the bill amount in the event of non-acceptance or non-payment for any reason whatsoever. As an independent and separate stipulation we agree to indemnify you on a full indemnity basis for any loss, cost or expense suffered by you in connection with such non-payment or non-acceptance and to pay you interest thereon at the prevailing rate or at such rates as may be fixed by you from time to time from the date of incurrence to the date of full payment by us, both before and after judgment. Notwithstanding the availability of a letter of credit by sight payment, deferred payment, acceptance or negotiation, we acknowledge and agree that the Bank shall be under no obligation to honor or negotiate such letter of credit except where expressly agreed to by the Bank and so communicated to us.
2. We irrevocably and unconditionally undertake and agree that where any other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks) shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of this transaction.
3. We authorize the Bank to disclose any information relating to us, the above-mentioned LC or the related bill or underlying trade as may be required by any entity which is providing the Bank with the finance for this transaction.
4. The negotiation/discount of the bills and handling of drafts and documents would be subject to the latest version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France which is stated in the Letter of Credit.
5. This Agreement shall be governed and construed in accordance with the laws of Malaysia and we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
6. Any funds and assets I/we place with the Bank and any profits that they generate, will comply with the tax laws of the countries where I/we live or of which I/we am/are citizen(s).

**Export Documentary Collection**

**Agreement for Collection of Bills**

1. It is understood and agreed that having exercised due care in the selection of any correspondent to whom the above mentioned items may be sent for collection you shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any such correspondent or sub-agent thereof, or any delay in remittance, loss in exchange or loss of item or its proceeds during transmission or in the course of collection, until such time as actual payment shall have come into your possession. You shall have full recourse against us and we undertake to reimburse you for any advances made in anticipation of collection as well as all disbursements made in effecting the same.
2. We irrevocably and unconditionally undertake and agree that where any other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks) shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our account with the Bank for payment of the Bank’s commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of this transaction.
3. The Collection of the Bills would be subject to Uniform Rules for Collections, International Chamber of Commerce Publication No. 522.
4. This Agreement shall be governed and construed in accordance with the laws of Malaysia and we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
5. Any funds and assets I/we place with the Bank, and any profits that they generate, will comply with the tax laws of the countries where I/we live or of which I/we am/are citizen(s).

 **Shipping Guarantee/Bill of Lading (BL)/ Air Waybill (AWB) Endorsement**

I/We hereby confirm that:

1. Facts in (as applicable) the SG and this Application Form are true accurate and complete;
2. For SG Application only: On receipt of the bill(s), I/we shall procure the return of the SG for your cancellation not later than 1 month from the date of this Application;
3. I/We shall accept all discrepancies (if any) in the documents received at time of endorsement and those documents required by the relevant OCBC Letter of Credit. You shall in all circumstance under no obligation to examine any documents;
4. Until my/our liability under the Application is ascertained, any sum(s) stated in this Application shall in no way limit the amount of my/our liability to you, or shall affect your right of set-off, combination or consolidation of account(s). I/We further undertake to pay you on demand the amount of deficiency, if any, and all your charges.

**Trade Financing (Purchase and Sales)**

1. **Banker’s Acceptance specific**

I/We hereby confirm that:

1. I/We have not obtained and will not obtain other financing for the subject matter of the Banker’s Acceptance (BA) including in the form of leasing, hire purchase and factoring;
2. Where the BA is to finance purchase/ sale of goods, the goods purchased are not intended to be fixed assets;
3. This trade transaction is genuine in full compliance with Bank Negara Malaysia’s guidelines from time to time;
4. The Bank may at its absolute discretion disclose my/our account information to any relevant parties, for purposes of verification of the above transaction;
5. I/We agree that you may refuse to accept and/or discount the above BA presented to you at your absolute discretion and without assigning any reasons;
6. **Invoice Financing & Foreign Currency Trade Finance Specific**

I/We hereby confirm that:

1. I/We have not obtained and will not obtain other financing for the subject matter of the BA including in the form of leasing, hire purchase and factoring;
2. This application for Invoice Financing & Foreign Currency Trade Finance arises from:-
3. Genuine trade transactions with actual physical flow and transfer of ownership to the goods/merchandises or in respect of the guilty services relating to the production of the goods/merchandise or any duty payable in respect thereof; or
4. Any provision of services relating to the above genuine trade transaction.
5. In case of import/purchase transactions, if I/we have not made payments to my/our supplier under the above invoice(s), the funds derived from this Invoice Financing will be used to pay off the supplier and any shortfalls will be debited from my/our account as stated in item no (4) and (5) on the application forms;
6. Any early settlement of my/our financing prior to maturity will be subjected to consent from OCBC (Malaysia) Berhad and break funding cost to be determined by you;

**Trust Receipt Specific**

I/We hereby confirm that:

1. I/We hereby jointly and severally irrevocably agree to indemnify you and/or your correspondents and agents on demand against all actions claims demands costs expenses liabilities of whatever nature and losses whenever incurred for anything done or omitted in connection with or arising out of your release to me/us of the Documents or otherwise in relation to the Goods;
2. You shall have no responsibility whatsoever for the correctness, validity or sufficiency of the Documents or for the existence character quality quantity condition packing value or delivery of the Goods;
3. I/We hereby irrevocably authorise you to debit my/our account on/upon maturity for this Trust Receipt without notice to me/us;

**Bank Guarantee**

I/We hereby confirm that:

1. I/We acknowledge and agree that cash deposits or fixed deposits pledged to the Bank to support this application will only be released to me/us upon receipt by the Bank a written discharge letter from the Beneficiary or after the expiry date or claim period of this Bank Guarantee (BG);
2. You are hereby authorised, whether before or after you have made payment under the BG:-
	1. To earmark and withhold from my/our account(s) (including any fixed deposit account(s) with your Bank (“Account(s)”) or from any funds held by you to which I/we may be entitled, a sum equivalent to your liability or contingent liability under the BG;
	2. To debit the Account(s) at such time(s) as you deem fit for:-

(i) The commission and charges payable for the issuance of the BG; and

(ii) The amount of any payments you may make or be required to make in respect of the BG together with such interest /compensation, and (if any Account(s) are overdrawn due to the debiting) the applicable overdrafts/excesses charges.

1. This clause is only applicable in the event I/we apply to backdate the Effective Date of the BG - I/We hereby confirmed that there are no liabilities outstanding during the back-dated period. If a claim is submitted for the back-dated period, I/We irrevocably authorise the Bank to set-off the claim from the Earmarked Account in accordance to the terms and conditions stated in this form (where applicable).
2. I/We shall indemnify you for any damages, losses, costs and/or expenses (including legal costs on a solicitor and own client basis and any tax payable) which you may incur or suffer arising from or in connection with the application including issuance of any BG.

**Standby Letter of Credit**

1. I/We hereby acknowledge that Standby Letter of Credit (SBLC) is governed by the ''International Standby Practices ISP 98'' (ICC Publication 1998) (''the Publication'') and, for all issues not covered by the Publication, the laws of Malaysia will apply. In case of conflict, the Publication will prevail. The courts of Malaysia shall have non-exclusive jurisdiction over any dispute arising from this SBLC. Unless otherwise agreed, the SBLC will be issued subjected to the latest version of the Publication which is effective on the date of its issuance. The undertakings and terms will be construed in accordance with the laws of Malaysia.
2. I/We shall indemnify you for any damages, losses, costs and/or expenses (including legal costs on a solicitor and own client basis and any tax payable) which you may incur or suffer arising from or in connection with the application including issuance of any SBLC.

**General Terms for All Products :**

1. I/We represent and warrant to the Bank that :-
	* 1. My/our trade transactions, exports, transhipment or transit of goods (including technology) and related documents (such as LC, Drafts, shipping/transport documents, bills of lading or other document of title to goods) financed, discounted, purchased, collected by and/or endorsed to/by the Bank) does not infringe the Strategic Trade Act 2010, as amended or supplemented from time to time and the regulations/orders issued thereunder (“STA”); and
		2. All necessary permits, licences, registrations, and approvals required under the STA for my/our trade transactions, exports, transhipment or transit of goods (including technology) and the related documents have been obtained and are in full force and effect. A copy of the relevant permit, registration or approval shall be produced to the Bank as and when any transaction involving strategic items or restricted activity is submitted to the Bank.

The above representations and warranties shall be deemed to be repeated each time an application is submitted by me/us to the Bank for my/our trade transactions, exports, transshipment or transit of goods (including technology) and will be true and correct and fully observed at all times by reference to the then existing circumstances.

1. I/we agree that that Bank reserves the right to amend the terms and conditions from time to time by giving notice through any modes as the Bank deems suitable including without limitation by post, notification in the mass media or posting the notice in its branches or inserting the notice into the periodic statement of account, by electronic communication (including via facsimile or internet) or posting at its website.
2. I/We will bear and pay for all applicable taxes which are not specified by the Bank as inclusive in the fees and charges for any trade transactions and services.
3. All the application is subjected to the OCBC Bank Product Terms, including all supplements and amendments from time to time. The Letter of Offer shall prevail if there is any conflict between any applicable terms.

 **By clicking the below link and submitting the duly completed forms, you confirm that you have read, understood and agreed to the above terms and conditions governing your application for documentary Letter of Credit/Export Letter of Credit Bill Processing/Export Documentary Collection/Trade Financing (Sales)/Trade Financing (Purchase), Trust Receipt, Shipping Guarantee/AWB Endorsement, Bank Guarantee/ Standby Letter of Credit and the Bank’s Letter of Offers and Product Terms.**

*<https://www.ocbc.com.my/assets/pdf/forms/my%20forms/Trade%20Services/OCBC_TradeFinance_eForm.pdf>*

Note: Should you be unable to open the link, please copy & paste the URL into your browser directly.