

Application Date:						
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APPLICATION FOR IRREVOCABLE STANDBY LETTER OF CREDIT (SBLC)

We hereby request you to issue an irrevocable Standby Letter of Credit, under the following terms and conditions with details as follow:-

New
 Amendment _____ Please indicate the SBLC no.
 Renewal _____ Please indicate the SBLC (old) ref.no.

Please complete and mark "v" where applicable.

Applicant (Name & Address)	In favour of Beneficiary (Name & Address)
Currency and Amount Credit amount is _____ <small>Currency & amount</small>	Advising Bank (if blank, please nominate your correspondent bank)
Amount of SBLC amended to <input type="checkbox"/> increased / <input type="checkbox"/> decreased by _____ <small>Currency & amount</small> and new credit amount is _____ <small>Currency & amount</small> after amendment with effect from _____ <small>dd/mm/yyyy</small>	Goods and purpose of SBLC (brief description) if applicable:

Documents Required:

Beneficiary's draft on Mizuho Bank (Malaysia Berhad, at sight).
 Beneficiary's signed statement (when applicable) certifying _____
 Others (please specify) _____

Effective Date [dd/mm/yyyy] (default to issuance date if left blank)	Expiry Date [dd/mm/yyyy]
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Claim Period (select one) : <input type="checkbox"/> same as the expiry date stated <input type="checkbox"/> _____ [dd/mm/yyyy]	Format of the SBLC (select one): <input type="checkbox"/> Bank 's approved format <input type="checkbox"/> Refer to format attached.
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This Application and any Standby Letter of Credit issued hereunder shall be subject to the provisions of the ICC Publication (currently in force) or any revision thereof applicable at the time of this application as we specifically request below unless if no selection is made, the bank reserve the right NOT to issue the Standby Letter of Credit.

Uniform Customs and Practice for Documentary Credits (UCP 600)
 International Standby Practices (ISP98)

All fees, commission and other expenses incurred in connection with the issuance/amendment or renewal :

debit our account maintain with the Bank _____
Currency and account no.
 these charges/fees are to be borne by the beneficiary.
 Others (please specify): _____

In consideration of you or your correspondent bank (at our request) issuing the Standby Letter of Credit in the above application including a renewal, extensions and/or other amendments, we hereby agree to and accept all the terms and conditions set out in or governing this application, in accordance with the Facility Agreement or any other agreement(s) separately submitted to you. We will execute our obligations subject to the above terms and the agreement(s) and we undertake to indemnify bank against any consequences and/or loss which may arise from your issuing the abovementioned Standby Letter of Credit under this request.



Authorized Signatory/ies and Company's Seal

Signatory Name

Special Instruction and additional condition or remarks (if any) :

If application required presentation of documents, please state here.

TERMS AND CONDITIONS

- 1 In consideration of your agreeing at our request to you, Mizuho Bank (Malaysia) Berhad ("the Bank") to issue or to request your correspondent bank to issue a Standby Letter of Credit ("SBLC") in favour of the beneficiary, as applied for overleaf, we hereby agree and undertake to indemnify "the Bank" at all times to keep you fully and completely indemnified from and against all liabilities, claims, demands, payments, actions and proceedings, expenses including legal costs (on a full indemnity basis) and losses of whatsoever nature, amount or description which may be made or taken or suffered by "the Bank" in relation to or arising out of the "SBLC" or any consequence thereto. We confirm that the issuance of the "SBLC" to the beneficiary on behalf of the third party for our account is of commercial benefit to us and we acknowledge that the issuance of the "SBLC" is in reliance of our confirmation herein. We further confirm that we will not dispute the existence of such commercial benefit.
- 2 In the event that "the Bank" are instructed to issue in favour of your correspondent bank a counter SBLC/counter-indemnity in consideration of their issuance of a "SBLC" in favour of the beneficiary, the obligation to indemnify "the Bank" as set out herein shall also extend all liabilities, claims, demands, payments, actions and proceedings, expenses including legal costs on a full indemnity basis and losses of whatsoever nature, amount or description which may be made, taken or suffered by you in relation to or arising out of such "counter SBLC"/counter-indemnity as you may have issued. Correspondent bank shall include an overseas branch of your bank.
- 3 We acknowledge and understand that where the "SBLC" is issued by "the Bank", your correspondent bank may (depending on each case) be required to either issue its own "SBLC" in favour of the beneficiary or add a confirmation to the "SBLC" issued by you on such terms and conditions as you and/or your correspondent bank may deem fit and we agree and confirm that our obligation under the aforesaid indemnity shall extend to and not be effected or prejudiced in any way by the issuance of such a "SBLC" or the addition of such confirmation by your correspondent bank.
- 4 Any demand, notification or certificate given by "the Bank" specifying the moneys due and payable under or in connection with any provisions of this indemnity shall, in the absence of manifest error, be conclusive and binding on us.
- 5 We agree that "the Bank" or your correspondent bank may make payment under the "SBLC" of any sum or sums of monies without requiring or obtaining any evidence or proof that the amount claimed or requested by the beneficiary (which expression shall include his successors and assigns) or the amount paid by "the Bank" or your correspondent bank is due and payable to the beneficiary and without any notice or reference to or further authority from us notwithstanding that we may dispute the validity of such claim, request or payment. We acknowledge that under the terms of the "SBLC" "the Bank" or your correspondent bank may at your or their discretion required to pay an amount to the beneficiary under the "SBLC" notwithstanding that the beneficiary has not demanded payment thereunder and confirm that our obligations under the aforesaid indemnity shall extend to such payments made by "the Bank" or your correspondent bank to the beneficiary under the "SBLC".
- 6 We also agree that we shall not at any time question or challenge the validity, legality or otherwise of any such payment by "the Bank" or your correspondent bank under or in connection with the "SBLC" or deny any liability hereunder on the ground that such payment or any part thereof made by "the Bank" or your correspondent bank was not due or payable by you under the "SBLC" or on any ground whatsoever.
- 7 We further agree that our liability aforesaid is irrevocable and shall remain in full force and effect until the "SBLC" issued by "the Bank" is released or expired or returned to you for cancellation and your ability thereunder is fully discharged to your satisfaction.
- 8 Without prejudice to the generality of our aforesaid indemnity, we hereby authorise "the Bank"
 - i. to charge us your commission and fees in connection with this application.
 - ii. at your discretion and without reference to us to set off any money in your hand belonging to or beneficiary owned by us or to debit against any account which we now or may hereafter have or maintain with you whether in Malaysia or abroad and whether Malaysian Ringgit or a foreign currency any sum or sums of monies which you may pay in respect of the counter "SBLC"/counter indemnity given to your correspondent bank.
 - iii. to effect any exchange of currency in connection therewith and we agree to pay interest on any money so paid by you at your usual overdraft rates or such rate as may be applicable to us (which shall be determined at your discretion) from the date when payment is due by you until repayment thereof is received by you from us. We undertake, at your request, to effect in your favour such security as you may require from time to time and in connection therewith, execute, complete and deliver to you such documentation as you may require from time to time.
- 9 We hereby authorise "the Bank" at any time, if you think fit and without reference to us to debit or set off our account (whether current or otherwise) to make a deposit/to earmark our account to the extent of all such sum or sums of monies which you are or may be liable under the "SBLC" whether before or after the beneficiary of the "SBLC" has made a claim on you for payment.
- 10 All monies payable hereunder shall be paid in full and free of any present or future taxes, levies, duties, charges, fees or withholdings and without set-off or counterclaim or any restriction, condition or deduction whatsoever.
- 11 This application and the "SBLC" shall be subject to the Uniform Customs and Practice for Documentary Credits, ICC Publication No.600 (UCP600) or ISP98 or any updated version thereof applicable at the time of application and shall governed by and construed with the law of Malaysia. In the event of inconsistency, the terms and conditions thereof and the Laws of Malaysia shall prevail.
- 12 We hereby agree any dispute with "the Bank" arising from the "SBLC" or the issuance thereof shall be governed by and construed in accordance with the laws of Malaysia and hereby irrevocably submit to the non-/exclusive jurisdiction of the Malaysian courts.
- 13 We shall represent, warrant and fully indemnify "the Bank"
 - i. from and against all claims, actions, proceeding, liabilities, damages losses (including foreign exchange losses), costs and expenses which "the Bank" may suffer ,incurred or sustain by reason or on account of or attribute" the Bank" having given/issued the said "SBLC" or as a result of our breach or non-compliance with the **Strategic Trade Act 2010** (as amended or supplemented from time to time) (Collectively, "Laws And Regulations") in respect of and in connection with all our trade businesses, activities and transactions including but not limited to import, export, transshipment, transit of goods and/or services in respect of and in connection with all our activities are not prohibited, restricted or in contravention of any law and Regulations.
 - ii. and hold "the Bank" harmless from and against all claims, demands, actions, damages, costs (including legal costs on a full indemnity basis), losses, interests, expenses and other sums which "the Bank" may incur or pay by reason of, or in connection with the "SBLC" or its issuance, including but not limited to where the "SBLC" contains a price escalation provision for the goods mentioned therein and the amount which may be paid under the "SBLC" varies according to the price of such goods, the full amount payable by "the Bank" under the "SBLC" even if this amount exceeds any percentage tolerance of the amount stipulated in the "SBLC".
- 14 We hereby irrevocably consent and permit "the Bank" and/or its officer to disclose any information, record of or information relating to us but not limited to details of our facilities, the securities taken, credit balances and deposit to:
 - i. to Bank Negara Malaysia, Central Credit Unit, Guidelines on Dishonoured Cheques Information System, Central Credit Reference Information System (CCRIS) or any other bureau or credit reporting agency or credit rating agency whether or not established pursuant to Malaysia legislation or any other governmental or regulatory authority/body, or enforcement agencies authorized under the Financial Services Act 2013, Cagamas Berhad, Credit Guarantee Corporation or such other authority having jurisdiction over "the Bank" or anybody established by a body, agency or authority having authority or jurisdiction over "the Bank" and to any third party, if required by any law.
 - ii. "the Bank" Head Office, any company or representatives, documents checking and processing centers and branch offices which are providing any services and expertise to "the Bank" in any jurisdiction, related corporations and any legal entities, accounting, auditing or other advisory services which are part of the Mizuho Financial Group.
 - iii. any potential assignee or transferee or any other party who may otherwise enter into contractual relation with "the Bank" which you determined it is in your interest to do so.
 - iv. any entities with whom you may merge, consolidate or amalgamation and
 - v. any other party to whom "the Bank" are permitted, recommended and/or required by applicable laws or guidelines issued by applicable authorities to make such disclosure.