

DOCUMENTARY COLLECTION AND / OR NEGOTIATION FORM

| | | | | | | | |
|--|-------------------------|---|---|--|--------------------|-----------------------------------|--------------------|
| 1. Drawer/Consignor (Name and Address) | | 3. Name and Address of Bank HSBC Bank Malaysia Berhad (Company No. 127776-V) | | | | | |
| 2. Drawee/Consignee (Name and Address) | | 4. Company/Business Registration No. of Drawer/Consignor | | 5. Reference No. | | | |
| | | 6. Tenor of Bill of Exchange 1. <input type="checkbox"/> Sight 2. <input type="checkbox"/> _____ days after sight | | 7. Other (specify) | | | |
| | | 8. Amount in figures | | | | | |
| Bill(s) of Exchange and accompanying documents listed below (specify the number of copies are presented for) : | | | | | | | |
| 9. *Bill Drawn Under L/C No. _____ | | | | | | | |
| 1. <input type="checkbox"/> NEGOTIATION under documentary credit ('DC') | | 4. <input type="checkbox"/> NEGOTIATION under Usance DC confirmed by HSBC (as per Clause 14 of Terms & Conditions overleaf) | | | | | |
| 2. <input type="checkbox"/> NEGOTIATION after receipt of acceptance from DC issuing bank | | 5. <input type="checkbox"/> Presentation to issuing/reimbursing bank of payment | | | | | |
| 3. <input type="checkbox"/> PAYMENT to us after receipt of funds from DC issuing bank | | | | | | | |
| 10. **Bills Drawn not under L/C | | | | | | | |
| 1. <input type="checkbox"/> Purchase/discount subject to final payment | | 2. <input type="checkbox"/> Collection of Proceeds | | | | | |
| 11. Bill of Exchange | 12. Commercial Invoices | 13. Certified/ Consular invoice | 14. Certificate of Origin | 15. Insurance Policy/ certificate | 16. Bill of lading | 17. Non-negotiable Bill of lading | 18. Delivery Order |
| 19. Air Waybill | 20. Packing List | 21. Weight List | 22. Other Documents (specify) : | | | | |
| 23. Goods (brief description without excessive detail) | | | | | | | |
| 24. <u>INSTRUCTIONS FOR BILLS DRAWN NOT UNDER L/C</u> | | | | | | | |
| 24a. DELIVER DOCUMENTS | | | PROTEST INSTRUCTIONS *** | | | | |
| 1. <input type="checkbox"/> against payment | | 3. <input type="checkbox"/> Acceptance/Payment may be deferred pending arrival of vessel carrying goods | | 4. <input type="checkbox"/> Do not protest | | | |
| 2. <input type="checkbox"/> against acceptance | | | | 5. <input type="checkbox"/> Protest for non-acceptance | | | |
| | | | | 6. <input type="checkbox"/> Protest for non-payment | | | |
| 24b. INTEREST AND COLLECTION CHARGES | | | | | | | |
| 1. <input type="checkbox"/> Interest to be collected from drawee(s) at _____ % from date of bill until _____ | | 2. <input type="checkbox"/> Payment of collection charges will be as follows:- **** | | | | | |
| | | (a) Your charges to be paid by - <input type="checkbox"/> Us <input type="checkbox"/> Drawee | | | | | |
| | | (b) Collecting Bank's charges to be paid by - <input type="checkbox"/> Us <input type="checkbox"/> Drawee | | | | | |
| 3. Waive interest and/or collection if refused by drawee? ***** <input type="checkbox"/> Yes, and charge the same to us | | <input type="checkbox"/> No | | | | | |
| 24c. PLEASE INSTRUCT COLLECTING BANK TO : | | | | | | | |
| advise non-acceptance and/or non payment by : | | advise payment and/or Acceptance & due date by : | | remit proceeds by : | | | |
| 1. <input type="checkbox"/> cable | | 3. <input type="checkbox"/> cable | | 5. <input type="checkbox"/> cable | | | |
| 2. <input type="checkbox"/> air mail | | 4. <input type="checkbox"/> air mail | | 6. <input type="checkbox"/> air mail | | | |
| 25. ADDITIONAL INSTRUCTIONS : | | | 26. <input type="checkbox"/> Insurance will be covered by Applicant / Drawee / Ultimate buyer <input type="checkbox"/> Please arrange the marine insurance with extended cover of "Seller's Interest Clause" to protect our title of goods during transit to destination under FOB or CFR term | | | | |
| 27. PROCEEDS DISPOSAL | | | 28. We agree to the terms and conditions appearing on reverse hereof | | | | |
| 1. <input type="checkbox"/> Upon negotiation/discount of this bill | | | Authorised Signature(s) For Bank Use Only Signature Verified 29. Account Number | | | | |
| 2. <input type="checkbox"/> Upon receipt of reimbursement from issuing/paying bank in accordance with L/C reimbursement terms | | | | | | | |
| 3. <input type="checkbox"/> Upon receipt of Collection Proceeds | | | | | | | |
| 4. <input type="checkbox"/> Please credit our Account No. _____ with you | | | | | | | |
| 5. <input type="checkbox"/> Please issue your Bankers Cheque | | | | | | | |
| 6. <input type="checkbox"/> Please apply rate against FX Contract No : _____ | | | | | | | |
| 7. <input type="checkbox"/> Other Instructions (specify) _____ at _____ for _____ | | | | | | | |
| * Subjected to ICC Uniform Customs and Practice for Documentary Credit currently in force. | | ** Subjected to ICC Uniform Rules for Collection currently in force. | | 30. Date | | | |
| *** If no instructions are given regarding protest, the Bank will assume that protest is NOT required. | | **** If no instruction is given regarding payment of collection charges, it shall be deemed that the Bank (i.e. the Remitting Bank)'s charges will be paid by the Drawer whilst the Collecting Bank's charges will be paid by the Drawee. | | | | | |
| ***** If no instruction is given regarding waiver of interest and/or collection charges, it shall be deemed that the interest and/or collection charges may NOT be waived. | | | | | | | |

TERMS AND CONDITIONS

Unless the bill is drawn against an Irrevocable Credit issued or confirmed by HSBC Bank Malaysia Berhad (the "Bank"), I/we agree that:

1. Notwithstanding my/our instruction not to protest the bill, the Bank retains the right of recourse against me/us in the event of dishonour. I/We agree not to hold the Bank liable for any consequences arising out of my/our failure/omission to give specific Protest instructions.
2. Where authority has been given to release documents against payment in local currency, I/we shall be responsible for the full amount of the bill being remitted, and I/we shall refund to the Bank any shortfall on demand if the full amount is not remitted to the Bank within a period considered by it to be reasonable.
3. The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
4. The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.
5. The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent, agent or sub-agent.
6. The Bank is hereby authorised to apply any money received from us or any other person, to such account or liability of us as the Bank may at its absolute discretion determine.
7. The Bank reserves the right to refuse to negotiate any bill presented by me/us without assigning any reason therefor and shall not be liable to me/us in any manner for any loss or delay caused by such refusal.
8. Collections are subject to the Uniform Rules for Collections (1995 Revision) International Chamber of Commerce Publication No. 522, including all amendments made in subsequent revisions thereof.
9. Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, including all amendments made in subsequent revisions thereof.
10. The Bank has full authority (but no obligation) at its discretion to store and insure the goods at my/our risk and cost.
11. This collection and the drawings thereunder is and shall be subject to the Trade Financing General Agreement (or the General Security Agreement Relating to Goods as the case may be; in either event, hereinafter referred to as "the Agreement") irrespective of whether the Agreement had been executed by me/us, including any amendments to the Agreement. We have read the Agreement and confirm that we agree to the terms and conditions contained therein.

12. Authority to debit my/our account and Indemnity

In consideration of the Bank negotiating, discounting or otherwise financing any export documents presented by me/us under any documentary credit, I/we hereby irrevocably and unconditionally -

- i. authorise the Bank to immediately (or at a date which it deems fit) debit my/our current account No. _____ with the amount financed, discounted or negotiated, upon receiving notice of the issuing bank's default to pay the amount due on due date.
- ii. indemnify the Bank against all costs, charges, damages and losses which the Bank may incur in relation to the instruction to debit the above account;
- iii. indemnify the Bank and keep the Bank indemnified against any loss or extra costs, arising from differences between the exchange rate used on the date of payment by the Bank and the date of debiting my/our account, and
- iv. confirm that the Bank's negotiating, discounting or otherwise financing any export documents presented by me/us will not contravene the provisions of (a) Section 62 of the Banking and Financial Institutions Act 1989 ("BAFIA") read with Guidelines on Credit Transactions and Exposures with Connected Parties issued by Bank Negara Malaysia, and (b) Section 83 of the Banking Ordinance of the Hong Kong Special Administrative Region (collectively, "the Prohibitions").

I/We am/are aware that the Bank is prohibited by the Prohibitions from providing banking facilities to persons related to the Bank's officers, directors or employees, and that of the Bank's holding company, The Hong Kong and Shanghai Banking Corporation Limited (incorporated in Hong Kong SAR).

I/We am/are also aware that for the purposes of BAFIA, "officer" encompasses "any employee of the financial institution" and that "director" and "officer" also includes a spouse, child or parent of a director or officer.

I/We accept that the Bank reserves the right to recall the facilities and/or to immediately debit our account with the outstandings in the event of any contravention of any of the Prohibitions.

13. I/We, confirm that I/we have the authority to bind the firm/company to all the terms and conditions contained herein.

14. For bill negotiation under Usance Documentary Credits confirmed by the Bank

We agree that upon the negotiation/finance of clean documents by the Bank under a confirmed letter of credit, we will co-operate fully with the Bank and render the Bank all assistance it requires in the collection of any outstandings and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt.

The Bank shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay it to any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if the Bank suffers any other loss of damage, due to any fraud, illegality, unauthorized act of the like in which we are involved.