

## Mizuho Bank (Malaysia) Berhad 201001039768 (923693-H)



Application						
Date:	D	D	М	М	Υ	Υ

## APPLICATION FOR NEGOTIATION / COLLECTION OF CLEAN BILL

Negotiation				Collection					
l. <i>I</i>	Applicant's Name								
2. I	Instructions								
2.1	We enclosed the following	lowing bill(s) / cheque	(s) for Negotiation / 0	Collection:					
	Currency								
	Bill(s) / Cheque(s)	No. Issue Date	Issue	ed By	Drawn On	Amount			
							$\dashv$		
							$\dashv$		
				Total Amou	nt of Bill(s) / Cheque(s):				
2 2	Payment Declaration	n							
	Purpose of Bill(s) Payment	···							
	Purpose Code						<b>-</b>		
ر د د	Disease deliver the d		· Eto-l boloum						
د.د		ocument with details in registered mail at our o							
		rier mail at our own ris							
. F	Proceeds Disposal								
, . 		e credit proceeds to o	ur Mizuho Bank (M) I	Berhad Account No					
		t the proceeds to our a					$\dashv$		
ı	Bank Name								
	Bank Swift Co	ode							
	Account Nam	ne							
	Account No.								
	Intermediary	Bank Details (if any)							
	Bank Charge	20	OUR (Remitter to	R (Remitter to pay all charges)					
	Dank Grange		SHA (Remitter to	pay local Mizuho charg	es and Beneficiary to pay other b	ank charges)			
1. (	Charges Instructions	S					 		
	4.1 Please	e debit commission ar	nd all the charges or	fees from our Mizul	no Bank (M) Berhad Accoun	t No.			
	4.2 Please	e debit commission ar	nd all the charges or	fees from the proce	eds.				
	negotiation / collection	e to the Terms and Co on including any amer I declare that the inforr	ndments which the Ba	ank may subsequei	ntly introduce.	lations governing the operation	of the		
	S.V For Bank Use								
	Authorised Signatory/ies (Complete With Company Stamp, wherever applicable)								
	Signatory Name								

## **TERMS AND CONDITIONS**

- 1 The applicant of this application ("Applicant") agrees that Mizuho Bank (Malaysia) Berhad ("Bank") may act by itself or it may at its sole discretion appoint any correspondents or agents ("Agents") to whom the cheque, bill of exchange or other document specified overleaf ("Document") may be sent for collection or negotiation, for the account and at the sole and exclusive risk of the Applicant. The Agent is further authorized to appoint any sub-agent ("Sub-Agent") to carry out the instruction in this application.
- Without prejudice to the Bank's right of recourse against the Applicant, the Applicant hereby waives protest, notice of protest and any other notices and/or demands (or other legal process in lieu thereof) whatsoever. Notwithstanding the foregoing, the Bank may, at is sole discretion and at the Applicant's expense, instruct its Agents and Sub-Agents to advise it inter alia of non-acceptance and/or non-payment and protest of any Document which is dishonoured and take any other steps which the Bank may think necessary to protest/protect its interest.
- 3 The Applicant agrees that the Bank, the Agent and Sub-Agents shall not be liable for any failure to collect any Document or any loss or damage incurred by the Applicant due to any of the following events:

  Default, neglect, error, omission, suspension or insolvency of any Agent or Sub-Agent thereof; delay in presentation or collection; delay or loss in transmission or delay in arrival of drafts, decuments or precede thereof or the underlying goods, or delay giving notice thereof to the Applicant:
  - transmission or delay in arrival of drafts, documents or proceeds thereof or the underlying goods, or delay giving notice thereof to the Applicant; mutilation, error, omission or delay in transmission or delivery of any telegram, letter, cable or other written or oral communication; declared or undeclared war; censorship, blockade, insurrection, civil commotion, breakdown or interruption of communication or because of any law, decree, regulation, control or act if public authority of a domestic or foreign government de jure or de facto or any agency thereof, whether rightfully or wrongfully exercised; or any act beyond the Bank's control.
- 4 The Applicant further agrees that the Bank, the Agents and the Sub-Agents shall not be liable for any loss, damage, cost or expense of the Applicant arising out of such transaction except where such loss, damage, cost and expense is directly attributable to the fraud, negligence or willful default of the Bank.
- The Applicant undertakes to indemnify the Bank, its Agents and Sub-Agents on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank, the Agent or Sub-Agent may suffer or incur under or in connection with the provision of any services to the Applicant.
- 6 (a) The Bank is authorized to debit, without notice, from any account of the Applicant with the Bank, the amount of the proceeds of any Document paid to the Applicant (in the event the Bank has made an advance to the Applicant) together with any interest accrued thereon (at such rate as determined by the Bank from time to time) should the Bank fail to collect the proceeds or the Bank at any time be requested by any third party including, without limitation, any governmental agency or other authority or institution, to refund the proceeds received and collected for whatsoever reason including, without limitation, that the relevant Document is a forgery or has been fraudulently altered or that the relevant Document has otherwise been issued unlawfully or without due authority.
  - (b) Without limiting any general or banker's lien, right of set-off or other right to which the Bank may be entitled, the Bank is authorized to set-off and apply the proceeds of the Documents to discharge any of the Applicant's obligations and liabilities owed to the Bank, and to withhold such proceeds when received and collected if the Bank is requested by any third party, including without limitation, any governmental agency or other authority or institution to do so for whatsoever reason including, without limitation, that the relevant Document is a forgery or has been fraudulently altered or that the relevant Document has otherwise been issued unlawfully or without due authority.
- 7 Payment to the Applicant is subject to the actual receipt by the Bank of full payment in cleared funds of the proceeds of any Document but the Bank may in its sole discretion make an advance of such proceeds to the Applicant. Notwithstanding any provision in this Application, the Bank retains full recourse against the Applicant in respect of any Document purchased, negotiated or against which the Bank has made an advance to the Applicant in the event of dishonour or non-payment for any reason.
- 8 The Applicant agrees that the Document shall be pledged to the Bank as a continuing security for all the Applicant's obligations and liabilities owed to the Bank, whether present or future, absolute or contingent, and whether related or unrelated to the transaction contemplated in this Application and in whatever currency such obligations and liabilities may be denominated.
- 9 Fund credited to your account under reserve and full recourse, subjected to the law governing cheque clearing in the drawee's country.
- 10 Subject to Uniform Rules for Collections (1995 revision) International Chamber of Commerce Pub No. 522 or any revision thereof applicable at the time of this application.

	For Bank Us	e Only				
Date Sent	Approved	Checked		Made		
Date Settled	Approved	Checked		Made		
Approval for Execution	Payee Name	Yes		No		
	Third Party Ch	Cheque Y		es	No	
	Sanction Scre					
	Others					