


OVER-THE-COUNTER BANK GUARANTEE-i APPLICATION

 <p style="margin: 0;">ALLIANCE ISLAMIC BANK Alliance Islamic Bank Berhad 200701018870 (776882-V)</p>	<p>INSTRUCTION</p> <p>I/We hereby request Alliance Islamic Bank Berhad to issue a Over-The-Counter Bank Guarantee-i in accordance with the undermentioned particulars. I/We have read and hereby covenant and agree to observed and be bound by the terms and conditions stated on the reverse of this form and in any other agreement executed by me/us upon your approval of my/our application</p>
<p>DATE OF THIS APPLICATION: _____</p>	
<p>TYPE OF GUARANTEE</p> <p> <input type="checkbox"/> Performance Guarantee / Performance Bond <input type="checkbox"/> Tender Guarantee / Bid Bond / Earnest Money <input type="checkbox"/> Payment Guarantee / Security Deposit (e.g. Customs / Utilities etc.) <input type="checkbox"/> Others (Please specify) _____ _____ </p>	
<p>PURPOSE OF GUARANTEE (Please specify)</p> <p> <input type="checkbox"/> New <input type="checkbox"/> Renewal (BG ref. _____) <input type="checkbox"/> Purpose: _____ </p>	
<p>PARTICULAR OF APPLICANT(S)</p> <p>Name: _____ _____ Address: _____ _____ _____ _____</p>	<p>PARTICULAR OF BENEFICIARY</p> <p>Name: _____ _____ Address: _____ _____ _____ _____</p>
<p>AMOUNT OF GUARANTEE</p> <p>In Figures (Currency: _____) _____</p> <p>In words: _____ _____</p>	<p>CONTRACT / PROJECT</p> <p>No. / Ref.: _____</p> <p>Other information (please specify): _____ _____</p>
<p>VALIDITY PERIOD</p> <p>From: _____ To: _____</p> <p>Plus: _____ claim period after the expiry of the Validity Period</p>	
<p>DESPATCH / COLLECTION INSTRUCTIONS</p> <p><input type="checkbox"/> Despatch directly to Applicant by-Courier</p> <p>Name Person-In-Charge (Full): _____ Contact no. (Office/Mobile): _____ Address (Full) _____ _____</p> <p><input type="checkbox"/> Applicant to collect from HQ / Trade Window* (please specify _____)</p>	

Special Instruction (if any): _____

CHARGES

Debit all charges and commission to my/our Account No. _____ with Bank

Others (Please specify) _____

SECURITY

Cash Margin (RM) _____

Cash Margin (FCY) _____

REMARKS:

Declaration:

- i. This application is bound by the existing Master Letter of Indemnity for Bank Guarantee-i, (inclusive of any modifications or amendments made from time to time thereafter), or by the enclosed Letter of Indemnity and where applicable, the Board Resolution.
- ii. I/We hereby irrevocably authorise Alliance Islamic Bank Berhad ("the Bank") to debit my/our account with the Bank/Alliance Bank for all charges, cost, expenses and liabilities incurred in relation to this Bank Guarantee-i. In the event that there are insufficient funds in my/our account, the Bank may debit any other account(s) which we may have with the Bank.
- iii. I/We hereby agree that, in consideration of the Bank issuing the Bank Guarantee-i to the Beneficiary in accordance with the Shariah principle of Kafalah (guarantee), any claims or demand made by the Beneficiary to the Bank for payment of money via any method acceptable by the Bank shall be with my/our sufficient authority to the Bank for making such payment.
- iv. I/We hereby further agree that, I/we shall pay to the Bank immediately upon demand by the Bank. If I/we fail to do so, the Bank shall have the right to recourse against me/us up to the amount paid to the Beneficiary within one (1) month from the date of such demand made by the Bank.
- v. I/We hereby agree that, this Bank Guarantee-i facility is dissolved when the Beneficiary discharges the Bank from the guaranteed liability with or without the request from the Bank. However, the said discharge shall not affect my/our responsibility(ies) towards the Bank and the Beneficiary.
- vi. I/We hereby request and authorise you to debit one or more of my/our account(s) with the amount stated above being Cash Deposit ("the Cash") for the payments to be made by you or your agents or being monies to be applied by you in or towards payment or satisfaction of any sums of money now or hereafter from time to time due or owing to you by me/us in connection with the Bank Guarantee-i.
- vii. I/We hereby further authorise you at any time(s), to further debit one or more of my/our account(s) with you in the event you incur any loss or foreign exchange difference or expense due to insufficient funds debited in advance under the preceding paragraph to meet my/our obligations to you in respect of the Bank Guarantee-i between the date on which my/our account(s) is debited in advance under the preceding paragraph and the date on which I/we am/are required to reimburse you for payments made by you or your agents under the Bank Guarantee-i, I/we further undertake to indemnify you and save you harmless against all liabilities, damages, compensation charges, claims, expenses, costs, including but not limited to legal costs (e.g. related to obtaining opinions on liability, payment, recovery) which may be suffered and/or incurred by you howsoever in relation to the Bank Guarantee-i.
- viii. The Bank reserves the right to withhold the release of the Cash (or part thereof) or to proceed with litigation against me/us if there is a default in payment of any monies due and owing by me/us or by any other party for which I/we am/are the guarantor or is accountable for, or I/we threaten to cease to carry on my/our business or a winding up petition has been presented for against me/us and/or my/our subsidiaries or when any one of my/our partner or director or partners or directors of the associated accounts have received an order against them and/or has been adjudged a bankrupt, dies or become insane.
- ix. I/We hereby consent to and authorize you to verify with and/or disclose as per the Bank's internal policies to the Central Credit Unit of Bank Negara Malaysia, the Central Credit Reference Information System of Bank Negara Malaysia and/or any authority or body established by Bank Negara Malaysia, any agency established by the Association of Islamic Banks of Malaysia and/or any other party or parties thereto, any information concerning or relating to me/us whether financial or otherwise, my/our account(s) and/or the conduct thereof for any purpose as per the Bank's internal policies of the same to me/us.

- x. I/We hereby declare and agree that any data/information (including personal data) relating to or arising from or in connection with my/our application hereunder and also information pertaining to my/our affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for the purpose of processing this application and providing subsequent services for this and other products and services and/or direct marketing to communicate with me/us for such purpose.
- xi. I/We hereby confirm and declare as follows:
 - (a) In the case of a sole-proprietor or partnership:
None of my spouse(s), parents, children, brothers, sisters, their spouses and/or financial dependents and/or my agents and guarantors are in the employment of the Bank or its subsidiaries and/or related to a director, officer or employee of the Bank or its subsidiaries.
 - (b) In the case of a company, society or other body not covered under paragraph (a) above:
None of our directors, managers, controlling shareholders (whether directly or indirectly interested) and/or agents and guarantors are in the employment of the Bank or its subsidiaries and/or are related to any director, officer or employee of the Bank or its subsidiaries, whether as parent, spouse, brother, sister or child and/or their financial dependant except those stated in this application.
- xii. I/We further undertake to inform the Bank immediately if any such relationship set out in paragraphs XI (a) or (b) above is established / intended to be established at any time.
- xiii. Further, I/we hereby agree that, this Bank Guarantee-i facility shall be deemed to be no longer required upon the occurrence of any of the following circumstances:
 - a) I/We make full settlement of the guaranteed liability (all payments made by the Bank to the Beneficiary);
 - b) set off of full debt obligations between me/us and the Beneficiary;
 - c) waiver from the Beneficiary to claim on entire the guaranteed liability; or
 - d) the expiry of the claims period for the beneficiary to claim the guaranteed liability amount.
- xiv. Upon the occurrence of any of the above circumstances in paragraph xiii, the Bank shall be discharged from any liability under the Bank Guarantee-i.
- xv. Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from me/us.
- xvi. I/We hereby declare that the information given on this Form and in other related documents are true and correct and in full compliance with the Islamic Financial Services Act 2013 and the Central Bank of Malaysia Act 2009. I/we shall be fully responsible for any inaccurate, untrue or incomplete information provided. I/we also authorise Alliance Islamic Bank to make this information available to Bank Negara Malaysia in compliance with the Islamic Financial Services Act 2013 and the Central Bank of Malaysia Act 2009.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> AUTHORISED SIGNATORY(IES) & COMPANY STAMP	FOR BANK USE ONLY	
	Signature(s) verified by:	

Note:
 (1) Mandatory to complete form and tick where applicable.
 (2) Details of Islamic Trade Finance Fee & Charges is available in our website <https://www.alliancebank.com.my>