



Date: D D M M Y Y Y Y

To:
(Customer)

(Enter Customer Details)

Master Silent Confirmation Agreement

From: HSBC Bank Malaysia Berhad (“**HSBC**”)

Upon your request, HSBC may, from time to time and at its sole discretion, add its confirmation to Documentary Credits when we advise such Documentary Credits, notwithstanding that HSBC has not been requested or authorized by the issuing bank to add its confirmation to such Documentary Credits.

Any such confirmation added by HSBC is subject to the following terms and conditions (the “**Agreement**”):

1. HSBC’s Standard Trade Terms, as amended from time to time, (the “**Standard Trade Terms**”) are incorporated into this Agreement and form part of it as though they were set out in full in this Agreement. The Standard Trade Terms can be accessed, read and printed at <http://www.gbm.hsbc.com/gtrfstt> or alternatively the Customer can request a copy from its Relationship Manager.
2. The Customer shall deliver to HSBC a true, correct and complete original of any Documentary Credit including any amendments thereto at its counters located at HSBC Bank Malaysia Berhad, or at such other office designated by HSBC and the Customer shall not, without HSBC’s prior written consent, amend or otherwise change the terms of any Documentary Credit to which HSBC has provided its confirmation and the Customer shall not assign, transfer or otherwise dispose of your rights under any such Documentary Credit to any person other than HSBC.
3. If HSBC has agreed to add its confirmation to a Documentary Credit and payment in full or part is not received by HSBC (or cannot be accepted by HSBC) from the relevant issuing bank, the Customer is required to reimburse HSBC for amounts not received if the non-payment was due to a Recourse Event and the Customer shall reimburse and indemnify HSBC for any Loss or damage suffered by HSBC as a result of the non-payment.
4. HSBC provides the Trade Services under this Agreement on an uncommitted basis and HSBC shall be under no obligation to confirm any Documentary Credit, or otherwise to extend any form of financing.
5. Fees will be charged for the confirmation as advised to the customer from time to time. HSBC may deduct the fees and any other charges related to the confirmation from the Customer account specified by the Customer, or any other account which the Customer holds at HSBC.
6. This Agreement may be terminated by HSBC or the Customer at any time without advance notice. Following any termination of this agreement, it shall remain in full force and effect in relation to any Trade Service that HSBC has agreed to provide on or before the date of such termination.

7. By signing this Agreement, the Customer:

- a. Irrevocably requests HSBC to provide the above Trade Service in accordance with the terms herein.
- b. Confirms this it has read and understood the Standard Trade Terms and agrees that this Agreement incorporates the Standard Trade Terms and that the Standard Trade Terms apply to the above requested Trade Service.

Issued on behalf of HSBC Bank Malaysia Berhad.

Name:

Position:

Agreed and accepted on behalf
of by its Authorised Signatories

(Name of Customer)

Name:

Position: