

**DOCUMENT CHECKLIST**

COMPANY NAME: \_\_\_\_\_

COMPANY REGISTRATION NO.: 

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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*(12-digit SSM registered no.)*

**Standard Documents - generally required to be submitted in a New Account Application.**

*(Include this completed Document Checklist with your application package)*

- |     |  |                          |
|-----|--|--------------------------|
|     |  | √                        |
| 1   | New Account Application Form   | <input type="checkbox"/> |
| 2   | CTOS Consent Form  | <input type="checkbox"/> |
| 3   | Confirmation of Service Tax Exemption for Logistic Services (if applicable)          | <input type="checkbox"/> |
| 4   | Supporting documents (certified true copy):  |                          |
| (a) | Form 9 (Act 1965) <b>AND/OR</b> Section 17 (Act 2016)                                | <input type="checkbox"/> |
| (b) | Form 24 (Act 1965) <b>AND/OR</b> Section 78 (Act 2016)                               | <input type="checkbox"/> |
| (c) | Form 44 (Act 1965) <b>AND/OR</b> Section 46(3) (Act 2016)                            | <input type="checkbox"/> |
| (d) | Form 49 (Act 1965) <b>AND/OR</b> Section 58 & 236(2) (Act 2016)                      | <input type="checkbox"/> |
| (e) | Form 13 (Act 1965) <b>AND/OR</b> Section 28 (Act 2016) (if any)                      | <input type="checkbox"/> |
| (f) | Section 14 (Act 2016)  | <input type="checkbox"/> |
| (g) | Section 51 (Act 2016) (if any)   | <input type="checkbox"/> |
| (h) | SSM (Whole Set)  | <input type="checkbox"/> |
| (i) | NRIC / Passport of the Directors & Company Representative                            | <input type="checkbox"/> |
| (j) | SST Registration letter from Customs (if any)  | <input type="checkbox"/> |
|     | Copy:  |                          |
| (a) | Last 2 Years' Audited Accounts   | <input type="checkbox"/> |
| (b) | Latest Bank Statement (3 months)   | <input type="checkbox"/> |
| 5   | New Account Application Deposit of RM5,000.00 (Cash Transfer (TT) / Banker's Cheque) | <input type="checkbox"/> |

|                  |                                 |
|------------------|---------------------------------|
| Company Name     | Kuantan Port Consortium Sdn Bhd |
| Bank Name        | Maybank Islamic Berhad          |
| Bank Branch      | KL Main                         |
| Account Bank No. | 564016637353                    |
| Account Type     | Current Account                 |
| Swift Code       | MBBEMYKL                        |

|   |                           |
|---|---------------------------|
| <p>Received by: _____</p> <p>_____</p> <p>Name of signatory: _____</p> <p>Designation: _____</p> <p>Date: _____</p> | <p>Stamp Receipt Date</p> |
|---|---------------------------|

**NEW ACCOUNT APPLICATION FORM**  
**CUSTOMER INFORMATION**

|  |  |
|--|--|
| <p>Company Name<br/><input style="width: 95%;" type="text"/></p> <p>Co. Registration No. (12-digit SSM no.)<br/><input style="width: 95%;" type="text"/></p> <p>Tax Identification No. (TIN no.)<br/><input style="width: 95%;" type="text"/></p> <p>SST Registration No. (if any)<br/><input style="width: 95%;" type="text"/></p> <p>Office Tel. No.<br/><input style="width: 95%;" type="text"/></p> <p>Bank Account Name<br/>1. <input style="width: 95%;" type="text"/><br/>2. <input style="width: 95%;" type="text"/></p> <p>Director's Name<br/><input style="width: 95%;" type="text"/></p> <p>Director's Address<br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/></p> <p>Director's Tel. No.<br/><input style="width: 95%;" type="text"/></p> | <p>Business Address<br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/></p> <p>Email Address<br/><input style="width: 95%;" type="text"/></p> <p>Fax No.<br/><input style="width: 95%;" type="text"/></p> <p>Bank Account Name<br/>1. <input style="width: 95%;" type="text"/><br/>2. <input style="width: 95%;" type="text"/></p> <p>Director's Name<br/><input style="width: 95%;" type="text"/></p> <p>Director's Address<br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/><br/><input style="width: 95%;" type="text"/></p> <p>Director's Tel. No.<br/><input style="width: 95%;" type="text"/></p> |
|--|--|

|   |  |
|---|--|
| <p>Type of company:</p> <p><input type="checkbox"/> Public Listed</p> <p><input type="checkbox"/> Private Limited</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Sole Proprietor</p> <p><input type="checkbox"/> Others _____ (please specify)</p> | <p>Principal activities:</p> <p><input type="checkbox"/> Shipping                      <input type="checkbox"/> Importer &amp; Exporter</p> <p><input type="checkbox"/> Container                      <input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Operator                      <input type="checkbox"/> Trader</p> <p><input type="checkbox"/> Forwarding                      <input type="checkbox"/> Others _____</p> <p><input type="checkbox"/> Total Logistics                      (please specify)</p> |
|---|--|

|  |   |
|--|---|
| Estimated monthly cargo (FWT) <input style="width: 90%;" type="text"/>   | Estimated monthly TEUs <input style="width: 90%;" type="text"/> |
| Estimated number of ships that will stop by Kuantan Port within a month <input style="width: 95%;" type="text"/> |   |
| Credit facilities needed per month <input style="width: 95%;" type="text"/>                                      |   |

Nature of our Assets and Value

|   |  |
|---|--|
| 1. <input style="width: 95%;" type="text"/> |  |
| 2. <input style="width: 95%;" type="text"/> |  |
| 3. <input style="width: 95%;" type="text"/> |  |
| 4. <input style="width: 95%;" type="text"/> |  |
| 5. <input style="width: 95%;" type="text"/> |  |

**Terms and conditions:**

1. Upon approval, provide Kuantan Port with a security deposit in the form of cash or an acceptable Banker's Guarantee; valid for a minimum period of one year, (specimen attached) equivalent to the expected monthly transaction value for the purpose of granting credit facilities.
2. Kuantan Port reserves the right to suspend the credit account when the credit limit is about to be reached, or when the outstanding invoices are not paid within the credit period.
3. **5% surcharge** will be imposed followed by **1.5% per month** for any outstanding invoices after the respective payment due dates.
4. This application is bound by Kuantan Port's policies, circulars, rules & guidelines and all prevailing laws, rules, regulations and bye-laws including but not limited to any revisions, amendments or new implementations issued from time to time in Malaysia.
5. To recover administrative costs and encourage genuine usage, an **Early Account Closure Fee of RM500** will be charged if an account is closed without any business transactions.



**<In Your Company Letter Head>**

Date:

To:

**KUANTAN PORT CONSORTIUM SDN BHD**

Wisma KPC, KM25 Tanjung Gelang,

P.O. Box 199,

25720 Kuantan, Pahang

Dear Sir,

**Consent Authorisation**

Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company personal data.

By this consent, I/we understand and agree that:

- i) You may conduct credit/trade checks including CCRIS checks on me/us and when consent has been given individually, on our directors, shareholders, guarantors, etc. with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
  - √ Opening of account                      √ Credit/Account monitoring
  - √ Debt recovery                              √ Credit/Account evaluation
  - √ Credit/Account review
  - √ Legal documentation consequent to a contract or facility granted by you.
  
- ii) You may disclose any information on my/our conduct of my/our account(s) with you, to any business entity/ies for bona fide trade checking at any time. I/We am/are also aware and understand that such information will be provided to CTOS, who may in turn share such information to subscribers of their service.
  
- iii) Where you require any processing of my/our application to be processed by any processing centre located outside Malaysia (including your Head Office), I/we hereby give consent to CTOS to disclose my/our credit information except CCRIS, to such locations outside Malaysia.
  
- iv) Apart from the above, I/we the undersigned do give my/our consent to you and the CTOS, to process my/our personal data as per the PDPA Act 2010 and its regulations.

Signed By

Name:

IC Number:

Designation:

Mobile number:

Company Stamp:

(if any)

Signed By

Name:

IC Number:

Designation:

Mobile number:

Company Stamp:

(if any)

Date:

**KUANTAN PORT CONSORTIUM SDN BHD**

Wisma KPC, KM25 Tanjung Gelang

25720 Kuantan

Pahang Darul Makmur

Dear Sir/ Madam,

**CONFIRMATION OF SERVICE TAX EXEMPTION FOR LOGISTICS SERVICES**

The above matter refers.

2. We acknowledge the service tax charged by Kuantan Port Consortium Sdn. Bhd. (KP) under Group J, Logistic Services.

3. We declare that we are a Service Tax Registered Company bearing the Registration Number [please insert service tax registration number] (a copy thereof as attached herewith), and is categorised under the logistics services of Group J 1(a). The details provided relating to SST information is complete and accurate. In the event, any of the aforementioned information is or becomes untrue and/or inaccurate due to any reasons whatsoever: -

- (a) We shall immediately notify KP in writing the true and accurate information;
- (b) KP reserves the right to issue invoices(s) to us for any tax shortfall in which case we shall immediately satisfy the tax shortfall (if any) in full; and,
- (c) We shall fully indemnify and hold KP harmless against any liabilities, fines, penalties, levies, expenses and/or any other costs (including legal costs) arising therefrom and/or in relation therewith.

4. The business-to-business (B2B) exemption shall be conditional on the requirement set by the Government of Malaysia, in which case KP reserves its rights to amend, modify and/or substitute any of our requirements to ensure the appropriate compliance standards.

Thank you.

\_\_\_\_\_  
Name:

Position:

NRIC No.

\_\_\_\_\_  
Company stamp

DATE :  
OUR REF :

**KUANTAN PORT CONSORTIUM SDN BHD**

Wisma KPC, KM25 Tanjung Gelang,  
P.O. Box 199,  
25720 Kuantan, Pahang

Dear Sir,

**BANK GUARANTEE NO:                    FOR**

In consideration of your granting                    (**Co. No.**                    ) of                    (“Customer”), permission to open or extend a credit account with you for the payment of charges payable by the aforesaid, we, ‘**Bank name**’ ( ) of Trade Services Centre                    (“Guarantor”), hereby guarantee the said charges up to the maximum sum of **RINGGIT MALAYSIA:                    (RM                    )**.

This guarantee shall be a continuing guarantee and effective from                    to                    (“**Expiry Date**”) unless previously revoked by us by giving two (2) months’ notice in writing and is conditional upon your claim hereunder being made within **two (2) months** after the expiry date of this guarantee.

We, as the Guarantor hereby irrevocably and unconditionally undertake to pay you within seven (7) days without delay on your first written demand, an amount of Ringgit Malaysia ..... (RM.....), notwithstanding any contestation or protest by the Customer or by any other third party and without any proof or condition.

In the event of renewal, a fresh guarantee may be deposited with you at our discretion **one (1) month** before the expiry of the existing guarantee. Our total liability under this Guarantee shall not exceed **RINGGIT MALAYSIA: (RM                    )**.

Any demand from you for payment under this Guarantee must be in writing and must be received by us at                    , by the close of business on                    i.e. 60 days after the Expiry Date(hereinafter referred to as "the Claim's Expiry Date"), after which, this Guarantee shall be deemed to be null and void. It is expressly agreed and understood that we shall not be liable to make any payment to you on any demand received by us after the Claim's Expiry Date.

**CONTINUATION OF BANK GUARANTEE NO: \_\_\_\_\_**

Any failure by you to demand payment under this Guarantee within the period stipulated in the preceding paragraph of this Guarantee and in accordance with the terms of this Guarantee, shall discharge us of all obligations and liabilities under this Guarantee without the need for any notice by us to you.

This Guarantee is for your benefit only and cannot be assigned or transferred, unless with our written consent.

This Guarantee shall be construed in accordance with the Laws of Malaysia, and the Malaysian Courts shall have jurisdiction to try any matter relating to this Guarantee.

You reserve the right to make any partial demand if it so desired and the total of all such partial demands so made shall not exceed the sum of Ringgit Malaysia ..... only (RM....) and our liability as a Guarantor to pay you the aforesaid shall correspondingly be reduced proportionately to any payments of partial demand having been made to you by us as the Guarantor.

The Guarantor shall not be discharged or released from this Guarantee by any arrangement between you and the Customer with or without the consent of us or by any alteration in the obligations undertaken by the Customer or by any forbearance, whether as to payment, time, performance or otherwise.

*for and on behalf of*  
**'Bank name' ( )**

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Authorised Signatory(ies)