

APPLICATION FOR EXPORT INVOICE FINANCING

**To: OCBC Wing Hang Bank Limited
Hong Kong**

Date: _____

Note: Please complete this form in **BLOCK LETTERS** and tick (✓) the appropriate boxes below.

1. We, (name of Applicant: _____ Bills A/C No. _____), hereby apply to OCBC Wing Hang Bank Limited (the "**Bank**", which expression shall include its successors and assigns) for an export invoice financing loan (the "**Export Loan**") for an amount of (currency and amount) _____.

2. We enclose the following documents (each duly certified by us as a true copy of the original):

- the invoice(s) for the goods delivered and/or services provided by us (the "**Goods**") with the following details:
- the relevant air waybill(s)/bill(s) of lading
- other documents (please specify): _____

Buyer:	Name & Address: <p align="right">(the "Buyer")</p>
Invoice no.:	
Invoice amount:	
Contract no.:	
Description and quantity of the Goods:	
Credit term:	

3. We irrevocably authorise and instruct the Bank to credit or apply to our account with the following details:

- the full principal amount of the Export Loan
- the principal amount of the Export Loan after deducting all the Bank's charges

Account no.:	Currency:
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4. We irrevocably authorise the Bank to debit all the Bank's charges from our account below:

Account no.:	Currency:
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5. Upon maturity of the Export Loan, we authorise the Bank to settle the principal amount of the Export Loan plus accrued interest and charges (if any) by debiting our account below:

Account no.:	Currency:
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6. For any queries, please contact _____ by telephone no.: _____.

7. Please send us a copy of your payment advice by fax no./email address: _____.

8. Other instructions (please specify): _____

FOR BANK USE ONLY			
Bill Ref.		LSC	
Checked By		S.V.	

Company Chop and Authorised Signature(s)

THIS APPLICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT OVERLEAF

APPLICATION FOR EXPORT INVOICE FINANCING

TERMS AND CONDITIONS

1. This application and the Export Loan are subject to the latest facility letter issued by the Bank to us, the trade finance security assignment and the commercial credit agreement as are in effect from time to time and any other agreements previously signed and delivered to the Bank by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. The Applicant shall immediately on demand or on the applicable due date, whichever is earlier, repay the Export Loan together with interest (calculated from the date of the financing to the date of full repayment) at the interest rate stipulated in the relevant facility letter or any other agreement between the Bank and the Applicant (if any) or otherwise determined by the Bank.
3. The Applicant further undertakes to provide the Bank with any document and/or information in connection with the Export Loan including but not limited to the underlying contract(s).
4. The Applicant assigns to the Bank absolutely all its rights, title, interests and benefits in and to all the Assets (as defined below). The Applicant undertakes to ensure due and punctual payment by the Buyer of the sales transaction and the receivables and/or insurance proceeds will be credited to the Applicant's account designed by the Bank, or, if so directed by the Bank, will be applied to repay the Export Loan and any other debts due and owing to the Bank. In any event, the Applicant acknowledges that the receivables and/or insurance proceeds will be dealt with by the Applicant in trust for the Bank until full repayment of the Export Loan, interest, costs and charges.
5. The Applicant shall indemnify the Bank and the Bank's delegate(s) 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 or the Bank's delegate(s) may suffer or incur in connection with this application and/or the Export Loan.
6. The Bank reserves the right to demand repayment of the Export Loan together with interest at any time and to impose late payment interest in case of overdue payment and the Bank is authorised to debit any of the Applicant's account(s) maintained with the Bank for all sums owing by the Applicant to the Bank.
7. The Applicant acknowledges that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the People's Republic of China and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
8. This application and the Export Loan shall be governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Each of the persons signing this application (both in his/her own personal capacity and as an authorised representative of the Applicant) warrants, represents and acknowledges that:

- (i) this application is for the financing of a genuine trade transaction, i.e. for the Applicant's sale of the Goods;
- (ii) the enclosed invoice(s) was/were duly issued by the Applicant in its ordinary course of business;
- (iii) no other financing has been or will be obtained from any other financial institution in connection with the enclosed invoice(s), the title documents relating to the Goods, the Goods, the relevant receivables and/or the insurance proceeds (the "**Assets**");
- (iv) the Applicant has not and will not pledge, charge, assign or create any encumbrance over the Assets (except in favour of the Bank); and
- (v) the Bank will rely on such warranty and representation when approving this application.