

**APPLICATION FOR EXPORT INVOICE FINANCING**

**TO: UNITED OVERSEAS BANK LIMITED, HONG KONG BRANCH**



(incorporated in Singapore with limited liability) (the "Bank")

**Date:** \_\_\_\_\_

We, \_\_\_\_\_ (the "**Applicant**"), refer to the facility letter (as amended or supplemented from time to time) (the "**Facility Letter**") issued by the Bank to us in relation to the export invoice financing facility (the "**Facility**"). Subject to the terms of the Facility Letter, we hereby:

(a) apply for the drawdown of the Facility on the following terms (the "**Export Loan**"):

(i) Financing Amount:	(ii) Currency of loan:
(iii) Financing Date:	(iv) Loan Period: _____ days
(v) Maturity Date:	

(b) 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:  (the " <b>Buyer</b> ")
Invoice No.:	
Invoice Amount:	
Invoice Due Date:	
Description & Quantity of Goods:	
Incoterms:	
Credit term:	
Shipment Date (if applicable)	
Name of Vessel/Carrier/Vessel IMO No. (if applicable):	
Port of Loading:	
Port of Discharge:	

(c) irrevocably authorise and instruct the Bank to credit the financing amount to our account with the following instructions:

(i) Account No.:	(ii) Currency:
(iii) <i>(Please tick where appropriate)</i> for the full principal amount of the Export Loan. for the principal amount of the Export Loan after deducting all the Bank's charges.	

(d) irrevocably authorise the Bank to debit all the Bank's charges from our account below:

*(Note: Please complete this section if the first box in (c)(iii) above is ticked)*

(i) Account No.:	(ii) Currency:
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## APPLICATION FOR EXPORT INVOICE FINANCING

### Terms and Conditions

1. This application and the Export Loan are subject to the Trade Finance Security Agreement (if applicable) and the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to the Bank by the Applicant. In case of conflict, the terms of this application shall prevail to the extent of such conflict.
2. The Applicant undertakes to repay the Bank on demand or on the maturity date of the Export Loan (whichever is earlier) for the Export Loan together with accrued interest at the interest rate stipulated in the latest Facility Letter or any other agreement between the Bank and the Applicant (if any) or otherwise determined by the Bank.
3. The Applicant shall on demand pay all the fees and charges in connection with the Export Loan. The Bank is hereby irrevocably authorised to debit any of the Applicant's account(s) maintained with the Bank for repayment of the Export Loan, interest, fees and charges.
4. The Applicant agrees that the Bank is entitled 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 any sums owing by the Applicant to the Bank.
5. 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).
6. The Applicant assigns to the Bank all its rights, title, interests and benefits in and to all the Assets (as defined below) by way of an outright assignment. 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 designated 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.
7. The Applicant further undertakes that it 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 the Export Loan.
8. 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, Singapore 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.
9. 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.

### APPLICATION FOR EXPORT INVOICE FINANCING

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 and the enclosed invoice(s) (the "**Invoice**") was duly issued by the Applicant in accordance with such trade transaction;
- (ii) the Buyer and the Applicant are not connected parties by means of common shareholding, directors and/or ultimate owners, management control or any other ways ("**Connected Parties**");
- (iii) the Buyer is not acting as an agent or conduit of the Applicant in respect of the underlying trade transaction (i.e. the Buyer is not purchasing the Goods for and on behalf of the Applicant or a Connected Party of the Applicant) and none of the Goods will be sold back to the Applicant or any Connected Parties of the Applicant;
- (iv) no other financing has been or will be obtained from any other financial institution in connection with the Invoice, the title documents relating to the Goods, the Goods, the relevant receivables and/or the insurance proceeds (the "**Assets**");
- (v) the Applicant has not and will not pledge, charge, assign or create any encumbrance or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect over the Assets (except in favour of the Bank);
- (vi) all representations and warranties stated herein are correct, complete and accurate and that there is no further relevant material information of which the Bank should be made aware; and
- (vii) the Bank will rely on the above warranties and representations when approving this application.

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Authorised Signature(s) and Company Chop