



APPLICATION FOR IMPORT INVOICE FINANCING

To: **HABIB BANK ZURICH (HONG KONG) LIMITED, a Restricted Licence Bank** (the "Bank")

Date

We, _____ (the "Applicant"), refer to the facility letter and/or the service letter (as the case may be) (as amended or supplemented from time to time) (the "Letter") issued by the Bank to the Applicant in relation to the import invoice financing facility (the "Loan"). Subject to the terms of the Letter, the Applicant hereby:

1. applies for the drawdown of the Loan on the following terms:

i. Drawdown Amount: <input type="text"/>	ii. Drawdown Date: <input type="text"/>
iii. Loan Period: <input type="text"/> days	iv. Maturity Date: <input type="text"/>

2. encloses the following documents (each duly certified by the Applicant as a true copy of the original):

the invoice(s) for the goods and/or services purchased by the Applicant (the "Goods") with the following details:
the relevant bill(s) of lading / air waybill(s)
other documents (please specify):

Supplier (the "Supplier"): Name:

Supplier's Address:

Invoice No. (the "Invoice"):

Invoice Date:

Invoice Currency & Amount:

Invoice Due Date:

Description & Quantity of the Goods:

Credit Term:

Shipment Date (if applicable):

Name of Vessel / Carrier / Vessel IMO No. (if applicable):

Port of Loading:

Port of Discharge:

Country of Origin:

Nature of Payment Full Balance Advance / Deposit

3. irrevocably authorises and instructs the Bank to pay the drawdown amount to the Supplier with the following instructions:

i. Payment Method: CHATS Telegraphic Transfer Cashier's Order Demand Draft Crediting Account No.

ii. Currency & Amount (to be remitted):

iii. Supplier's Name:

iv. Supplier's Account No.:

v. Supplier's Address:

vi. Supplier's Banker: Name:

SWIFT Code:

vii. Intermediate Banker: Name:

SWIFT Code:

viii. Message (restricted to 70 characters):

ix. Charges (applicable for telegraphic transfer): Applicant Supplier (all charges remittance charges only)

4. Mode of Settlement Export Bill Cheque / Transfer Direct payment from Export under open account

5. irrevocably authorises the Bank to debit the Applicant's account no. _____ for charges, the principal and accrued interest of the Loan. In case of queries, please contact Mr./Ms. _____ Tel no. _____

TERMS AND CONDITIONS

1. This application and the Loan is subject to the Master Agreement for Bills Transactions and Trade Finance, General commercial agreement and / or the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) previously executed by the Applicant and delivered to the Bank, if any. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Applicant undertakes to keep the Goods fully insured against all insurable risks and shall pay all freights, warehouse, dock, transit and other charges, rent and all other costs in connection with the Goods.
3. The Applicant charges to the Bank all the present and future rights, title, interests and benefits of the Applicant in and to the Goods (together with the relevant proceeds).
4. The Applicant agrees that the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds are held by the Applicant in trust for the Bank. The Bank may at any time take possession of the Goods and/or the title documents of the Goods, if the Applicant fails to duly repay the Loan. The Bank is entitled to demand and receive the sale proceeds and/or the insurance proceeds from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to the Applicant.
5. The Applicant shall keep the Bank informed of the whereabouts of the Goods, the title documents of the Goods and of any change in the condition, market price, quality or quantity of the Goods. Until the Applicant's liabilities to the Bank under this Loan are fully discharged, the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds shall at all times be kept separated from other transactions and do not form part of the Applicant's property.
6. The Applicant undertakes to repay the Bank on demand or on the maturity date of the Loan (whichever is earlier) together with accrued interest (calculated from the date of the financing to the date of full repayment) at the interest rate stipulated in the latest Letter or any other agreement between the Bank and the Applicant (if any) or otherwise determined by the Bank.
7. 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 under or in connection with this application and/or the Loan.
8. 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.
9. The Applicant agrees that the Bank shall not in any circumstances be liable to the Applicant for any claims, losses or damages that the Applicant may suffer or sustain as a result of non-payment or late payment to the relevant supplier of the Goods, notwithstanding that such non-payment or late payment may be caused by the Bank's processing or rejection of this application.
10. The Applicant acknowledges and agrees 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, Switzerland, 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 person in connection with the Bank's refusal to process any such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
11. This application and the Loan shall be governed by and construed in accordance with the laws of Hong Kong and 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 purchase of the Goods;
- ii. the Invoice was duly issued by the Supplier in relation to the above transaction and received by the Applicant in its ordinary course of business;
- iii. the Applicant and the Supplier are not connected parties by means of common shareholding, directors and/or ultimate owners, management control or any other ways (each a **"Connected Party"**);
- iv. the Applicant is not acting as an agent or conduit of the Supplier in respect of the underlying trade transaction (i.e. the Applicant is not purchasing the Goods for and on behalf of the Supplier or a Connected Party of the Supplier) and none of the Goods will be sold back to the Supplier or any Connected Party of the Supplier;
- v. 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 sale proceeds and/or the insurance proceeds (the **"Assets"**);
- vi. 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);
- vii. 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
- viii. the Bank will rely on the above warranties and representations when approving this application.

Authorised Signature(s) and Company Chop

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Habib Bank Zurich (Hong Kong) Limited, a Restricted License Bank
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