

APPLICATION FOR ADVANCE AGAINST TRADE (POST-SHIPMENT)

To: HONG LEONG BANK BERHAD

Date: _____

Please follow as marked with an "X"

Bank Ref (to be filled in by the Bank): _____

Applicant (Name & Address):	Contact Person (Name, Tel. & Email):
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We, the undersigned applicant (the "**Applicant**"), refer to the latest facility letter (the "**Facility Letter**") issued by Hong Leong Bank Berhad (the "**Bank**") to us in relation to the Advance against Trade (Post-shipment) (the "**Facility**"). Subject to the terms of the Facility Letter, the Applicant hereby:

1. applies for the drawdown of the Facility on the following terms (the "**Export Loan**"):

a. Drawdown Amount:	b. Drawdown Date:
c. Loan Period: _____ days	

2. attaches the invoice(s) together with a copy of the related transport documents in respect of the goods delivered and/or services provided by the Applicant under the following invoice(s) (the "**Goods**"):

a. Buyer (Name & Address):		(the " Buyer ")
b. Invoice No.:	c. Invoice Amount:	

3. irrevocably authorises and instructs the Bank to credit or apply the full principal amount of the Export Loan the principal amount of the Export Loan after deducting all the Bank's charges:

<input type="checkbox"/>	To the Applicant's account with the following details:		
	a. Account No.:	b. Currency:	
<input type="checkbox"/>	To settle the Advance against Trade (Pre-shipment) with the following details and debit or credit the Applicant's account with the following details for any difference:		
	a. Ref. No.:	b. Amount:	
	c. Account No.:	d. Currency:	

4. irrevocably authorises the Bank to debit all the Bank's charges from the Applicant's account below:
(Complete this section if the Applicant does not wish the Bank to deduct its charges from the principal amount of the Export Loan)

a. Account No.:	b. Currency:
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5. upon maturity of the Export Loan, authorises the Bank to settle the principal amount of the Export Loan plus accrued interest and charges (if any) by:

<input type="checkbox"/>	Debiting the Applicant's account below:	
	a. Account No.:	b. Currency:
<input type="checkbox"/>	Other instructions (please specify):	

6. 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;
7. agrees that the Applicant shall on demand pay all the fees and charges in connection with the Export Loan and that the Bank is hereby irrevocably authorised to debit the Applicant's account(s) maintained with the Bank for repayment of the Export Loan, interest, fees and charges;
8. 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);
9. assigns to the Bank absolutely all its rights, title, interests and benefits in and to all the Assets (as defined in item (iv) 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 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;
10. 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;
11. agrees that this application and the granting of the Export Loan are subject to 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, terms of this application shall prevail to the extent of such conflict;
12. 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; and
13. agrees that this application and the Export Loan are 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 arm's-length trade transaction, i.e. for the Applicant's sale of the Goods;
- (ii) the enclosed invoice(s) were duly issued by the Applicant in its ordinary course of business;
- (iii) the Buyer (or its shareholder, director, partner or any person having a substantial interest in the profits or business of or any subsidiary or holding company of the Buyer) does not directly or indirectly have control over or have a substantial interest in the Applicant (or the Applicant's business) and vice versa;
- (iv) 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**");
- (v) the Applicant has not and will not pledge, charge, assign or create any encumbrance over the Assets (except in favour of the Bank); and
- (vi) the Bank will rely on such warranty and representation when approving this application.

For Bank Use Only		
Made by	Approved by	V. Sig.

Authorised Signature(s) with Company Chop