

Application for Accounts Receivable Financing Loan

To : **Public Bank (Hong Kong) Limited**
Hong Kong

Date: _____

Invoice Number:		Date of Invoice:	
Invoice Amount:		B/Lading / AWB No.:	
Name of Purchaser:			

I/We hereby apply for an Accounts Receivable Financing Loan for _____ against the original/copy of export commercial invoice (the "Export Invoice") issued by me/us to the above-mentioned Purchaser (the "Purchaser") and the supporting documents, if any, attached.

Under and against the aforesaid Export Invoice, I/we confirm that I/we have not received any payment from the Purchaser so far nor have sought and obtained any financing loan from other lender or financial institution.

In consideration of your Bank advancing to me/us the Accounts Receivable Financing Loan against the Export Invoice at my/our request, I/we hereby agree with and undertake to the Bank as follows:-

- (1) If I/we shall receive any payment under the Export Invoice from the Purchaser, I/we shall hand over the same to your Bank and shall in the meantime, hold such payment upon trust for the benefit of your Bank.
- (2) I/We shall not seek and obtain any further financing loan against the aforesaid Export invoice from other lender or financial institution.
- (3) This undertaking is in addition to and not in substitution for any other undertakings or agreements there may be between me/us, and is made on and subject to (i) the terms and conditions printed overleaf (the "Terms and Conditions"); (ii) the General Letter of Hypothecation, General Letter of Guarantee and/or Trade Financing General Agreement signed by me/us; and (iii) any other agreements made between your Bank and me/us from time to time relating to the Accounts Receivable Financing Facility granted to me/us. I/We agree to be bound by those terms and conditions without qualification.

PROCEEDS DISPOSAL: Please follow the instructions marked 'X'	
<input type="checkbox"/>	Please credit my/our Savings/Current Account No.
<input type="checkbox"/>	Please deduct _____ from proceeds in settlement of
<input type="checkbox"/>	
<input type="checkbox"/>	I/We authorize you to debit my/our A/C no. _____ for any charges / expenses involved.

In case of enquires please call Mr/Mrs/Miss. _____ Tel. _____ .

My/Our fax of even date refers. Please avoid duplication.

Authorised signature(s) of the applicant

FOR BANK USE ONLY		
Bank reference:	Signature verified by:	Checked by:
Remarks:		

Terms and Conditions

1. Your Bank may, at its sole and absolute discretion, reject this application without the need of giving any reasons therefor.
2. In the event of your Bank agreeing to discount the Export invoice (as defined overleaf) and to pay me/us the proceeds of discount as mentioned overleaf, I/we shall assign to your Bank absolutely all my/our rights and interest in or relating to the Export Invoice so that your Bank may collect, for your Bank's own benefit, payment from the Purchaser (as defined overleaf) under the Export Invoice in my/our stead without reference to me/us. For this purpose, your Bank may issue notice of assignment to the Purchaser at such time and in such manner as your Bank may deem fit.
3. I/We hereby agree with and represent to your Bank that:
 - (a) the Export Invoice was duly issued by me/us to the Purchaser in relation to the goods particularized therein and supplied by me/us to the Purchaser (the "Goods") in accordance with the terms agreed between the Purchaser and me/us;
 - (b) the Purchaser is liable to pay the sum stipulated in the Export Invoice in full on the respective due date without any set-off or counterclaim whatsoever against me/us;
 - (c) in case I/we shall for whatsoever reason retain or regain the title to the Goods, I/we shall hold the Goods or the title documents thereof upon trust for your Bank and shall deliver the same to your Bank forthwith; and
 - (d) I/we have not done or caused to be done, and shall not do or cause to be done, anything which may affect or jeopardize your Bank's right to receive full payment from the Purchaser of the amount set out in the Export Invoice.
4. If the Purchaser fails to make full payment under or in respect of the Export Invoice on or before the respective due date, I/we shall indemnify your Bank and shall pay your Bank ON DEMAND the full amount of the proceeds received by me/us from your Bank pursuant to the discount of the Export Invoice plus interest thereon from the date of my/our receipt of the proceeds to actual payment by me/us in full at the rate of _____ % per annum or such rate(s) (as well after as before judgment) as your Bank may from time to time at its absolute discretion determine. In such event, I/we shall also indemnify and pay your Bank on demand all or any charges or expenses (on a full indemnity basis) incurred by your Bank in connection with the non-payment of Export Invoice by the Purchaser, or in connection with the recovery of any sum from me/us hereunder.
5. Your Bank shall be entitled, without giving me/us any prior notice or demand to me/us, to debit any of my/our account with your Bank (whether mature or not and whether subject to notice or otherwise) with the amount(s) which I/we undertake to pay to your Bank under Clause 4 above.
6. I/We undertake and agree to repay to your Bank on demand all amounts due to your Bank from me/us (whether mature or not and whether subject to notice or otherwise) together with interest, all costs and charges.
7. For the avoidance of doubt, your Bank may exercise the rights under these Terms and Conditions (in particular, but without limitation, under Clauses 4, 5 and 6) without the necessity of first taking any action or enforcing any right against the Purchaser or any other third part(ies).
8. Your Bank may, at any time at your Bank's absolute discretion without giving any reason therefor, by giving 3 days' prior notice in writing to me/us, convert all or any outstanding indebtedness, liabilities and/or obligations (actual or contingent) due owing or incurred by me/us as a result of your Bank's acceptance of this application into (a) Hong Kong dollars; or (b) the currency so specified by your Bank for the Account Receivable Financing Facility in the relevant facility document. The conversion shall be made at the then prevailing rate of exchange as your Bank may determine conclusively. For the avoidance of doubt, your Bank may, after such conversion, re-determine the applicable interest rate for the converted indebtedness, liabilities and/or obligations on the same basis as that used immediately prior to the conversion, or on such other basis as your Bank may think fit.
9. I/we shall at all times indemnify your Bank and keep your Bank indemnified from and against all losses costs damages expenses claims demands and all consequences that may arise by reason of your so doing.
10. Each of the persons signing this application (in his own personal capacity and as authorized representative(s) of the applicant) warrants and represents to your Bank that this application is made for the purpose of facilitating the export of the Goods and for no other purpose and acknowledges that your Bank has relied on such warranty and representation when assessing this application.
11. In case of conflict between the Terms and Conditions herein contained and other agreements governing the Accounts Receivable Financing facility (including but not limited to the General letter of Hypothecation, General letter of Guarantee and/or Trade Financing General Agreement) executed by me/us in your favour, the former shall prevail.
12. This application shall be governed by and construed in accordance with the laws of Hong Kong SAR.