

To: **Trade Finance Department**

Date: 01 Sep 2020 1
 Loan no.: _____

We, ABC COMPANY LIMITED 2 (the "**Applicant**"), refer to the latest facility letter (the "**Facility Letter**") issued by Industrial and Commercial Bank of China (Asia) Limited (the "**Bank**") to us in relation to the import invoice financing facility (the "**Facility**"). Subject to the terms of the Facility Letter, the Applicant hereby:

(a) applies for the drawdown of the Facility on the following terms:

(i) Drawdown Amount: USD48,000.00 <u>3</u>	(ii) Drawdown Date: 02 Sep 2020 <u>4</u>
(iii) Loan Period: <u>90</u> days <u>5</u>	(iv) Currency of loan: HKD <u>6</u>

(b) encloses the invoice(s) (duly certified by the Applicant) for the Applicant's purchase of the relevant goods and/or services (the "**Goods**") with details as follows:

(i) Supplier: DEF COMPANY <u>7</u>	(ii) Contract No.: DE1234 <u>8</u>
(iii) Invoice No.: A-123 <u>9</u>	(iv) Invoice Amount: USD50,000.00 <u>10</u>
(v) Description of the Goods: GARMENTS <u>11</u>	(vi) Quantity of the Goods: 100 pcs <u>12</u>

(the "**Purchase Transaction**");

(c) irrevocably authorises and instructs the Bank to pay the drawdown amount to the above supplier in respect of the invoice(s) as follows:

(i) Payment method: <input checked="" type="checkbox"/> CHATS <input type="checkbox"/> Telegraphic transfer <input type="checkbox"/> Cashier's order <input type="checkbox"/> Demand draft <input type="checkbox"/> Crediting account no. _____ <u>13</u>
(ii) Currency and Amount (to be remitted): USD50,000.00 <u>14</u>
(iii) Supplier's name: DEF COMPANY <u>15</u>
(iv) Supplier's Account No.: 1001-456-123 <u>16</u>
(v) Supplier's Address: 2/F,DEF TOWER,HONG KONG <u>17</u>
(vi) Supplier's Banker (name and address): XYZ BANK BIC: XXXXHKHH <u>18</u>
(vii) Intermediate Banker (name and address): <u>19</u>
(viii) Message (restricted to 70 characters): SETTLE OF INVOICE NO.A-123 <u>20</u>
(ix) Charges (applicable for telegraphic transfer): <input checked="" type="checkbox"/> Shared (Applicant pays local charges + Supplier pays overseas charges) <u>21</u> <input type="checkbox"/> Applicant <input type="checkbox"/> Supplier (<input type="checkbox"/> all charges <input type="checkbox"/> remittance charges only)
(x) Other instructions: <u>22</u>

(d) authorises you to debit our account no. 8XX-XXX-XXXXXX for charges, the principal and interest of the loan. In case of queries, please contact Mr./Ms. POON Tel no. 3510 1197. 23

24

(e) 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;

(f) 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);

- (g) 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 Facility. 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;
- (h) agrees that 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 Facility are fully discharged, the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds shall at all time be kept separated from other transactions and do not form part of the Applicant's property;
- (i) agrees that the Applicant shall immediately on demand or on the applicable due date, whichever is earlier, repay the Facility 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;
- (j) agrees that 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 or the Facility;
- (k) 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;
- (l) agrees that this application and the granting of the Facility is subject to the General Agreement – General Banking Facilities, Trade Finance General Agreement and 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;
- (m) 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;
- (n) 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 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
- (o) agrees that this Application is subject to the laws of the laws of Hong Kong and agrees to submit to the 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 enclosed invoice(s) were duly issued by the relevant supplier named in this application in relation to the above transaction and received 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 sale proceeds and/or insurance proceeds (the "**Assets**");
- (iv) each supplier (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 supplier) does not directly or indirectly have control over or have a substantial interest in the Applicant (or the Applicant's business) and vice versa;
- (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 warranties and representations when approving this application.

FOR AND ON BEHALF OF ABC COMPANY LIMITED

CHAN SUI MAN

AUTHORISED SIGNATURE (S)

25

Company Chop and Authorised Signature(s)

FOR BANK USE ONLY		
Signature verified	Entry passed	Approved

- 1) 填表日期
Date of application
- 2) 申請人名稱
Applicant's name
- 3) 融資金額
Drawdown amount
- 4) 融資日期
Drawdown date
- 5) 融資天數
Loan period
- 6) 融資貨幣 (可選擇付款以外幣種)
Currency of loan (can be converted into other currency)
- 7) 供應商名稱
Supplier's name
- 8) 合同號碼 (如有)
Contract number (if any)
- 9) 發票號碼
Invoice number
- 10) 發票貨幣及金額
Invoice currency and amount
- 11) 貨物資料
Description of goods
- 12) 貨物數量
Quantity of goods
- 13) 付款途徑/方式 (如選 CHATS 或 T/T 電匯必須填寫 18 資料)
Payment method (For selecting CHATS or T/T, point 18 must be filled in appropriately)
- 14) 付款貨幣及金額
Payment currency and amount
- 15) 供應商名稱
Supplier's name

16) 供應商戶口號碼

Supplier's account no.

17) 供應商地址 (按銀行守則指引，客戶必須提供)

Supplier's address (Subjected to guidelines, this field must be filled in appropriately)

18) 供應商往來銀行資料

Supplier's banker information

19) 中間銀行資料 (如有)

Intermediate bank information (if any)

20) 付款資料備註

Payment remarks/ message

21) 費用承擔指示

Instructions for bank charges

22) 其他指示

如有定息期 (如適用)，或需我行發送匯款報文予貴司等要求，可在此說明

Other instruction(s)

If loan interest rollover (if applicable) or SWIFT copy of remittance or other requests is needed, please specify here.

23) 相關費用、本金及利息扣帳戶口，申請人聯絡資料

A/C no. to be deducted for bank charges and loan settlement. Applicant's contact details.

24) 條款及條件 (申請前敬請細閱)

Terms and Conditions (Please read carefully prior to application)

25) 申請人公司印章及授權簽署 (須與本行簽字記錄相符)

Company chop and authorized signature(s) of applicant (must conform to signature(s) specimen with our Bank)