

APPLICATION FOR INVOICE FINANCING

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 export import invoice financing facility (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 "**Loan**"):

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

2. encloses the invoice(s) for the relevant goods and/or services (the "**Goods**") with details as follows the relevant air waybill(s)/bill(s) of lading other documents (please specify): _____:

a. Buyer (in relation to an export Loan) (the " Buyer ") / Supplier (in relation to an import Loan) (the " Supplier ") (Name & Address):	b. Contract No.:
c. Invoice No.:	d. Invoice Amount:

3. (in relation to an export Loan) irrevocably authorises and instructs the Bank to credit or apply the full principal amount of the Loan the principal amount of the 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:

(in relation to an import Loan) irrevocably authorises and instructs the Bank to pay to the Supplier the full principal amount of the Loan the principal amount of the Loan after deducting all the Bank's charges by telegraphic transfer to the following bank account:

a. Supplier's Account No.:	b. Supplier's Banker:
c. Intermediary Bank (if known):	d. Message:

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 Loan)

a. Account No.:	b. Currency:
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5. upon maturity of the Loan, authorises the Bank to settle the principal amount of the 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):

Part A: In relation to an export Loan:

6. undertakes to repay the Bank on demand or on the maturity date of the Loan (whichever is earlier) for the 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 Loan and that the Bank is hereby irrevocably authorised to debit the Applicant's account(s) maintained with the Bank for repayment of the Loan, interest, fees and charges;
8. undertakes to provide the Bank with any document and/or information in connection with the 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 designed by the Bank, or, if so directed by the Bank, will be applied to repay the 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 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 Loan;
11. agrees that this application and the granting of the 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 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.

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Made by	Approved by	V. Sig.

Authorised Signature(s) with Company Chop

Part B: In relation to an import Loan:

6. 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;
7. 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 and solely to the Bank's order. 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;
8. 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 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;
9. agrees that the Applicant shall immediately on demand or on the applicable due date, whichever is earlier, repay the Loan 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;
10. 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 in connection with this application or the Loan;
11. agrees that the Bank reserves the right to demand repayment of the Loan together with interest at any time and 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 all sums owing by the Applicant to the Bank;
12. agrees that this application and the granting of the 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 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 such conflict;
13. 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 Supplier, notwithstanding that such non-payment or late payment may be caused by the Bank's processing or rejection of this application;
14. 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
15. agrees that this application is subject to 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 arm's-length trade transaction, i.e. for the Applicant's purchase of the Goods;
- (ii) the enclosed invoice(s) were duly issued by the Supplier in relation to the above transaction and received by the Applicant in its ordinary course of business;
- (iii) the 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;
- (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 sale proceeds and/or 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.

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