中國農業銀行股份有限公司香港分行
Agricultural Bank of China Limited Hong Kong Branch
Incorporated in the People's Republic of China with limited liability

APPLICATION FOR EXPORT INVOICE FINANCING

To: Agricultural Bank of China Limited, Hong Kong Branch

We, ____(name) (the "**Customer**"), hereby apply for a loan under the export invoice financing facility for (currency and amount) ______________________________ for (loan tenor) _______ days from the date of your granting of the loan (the "**Export Loan**") in respect of the goods delivered and/or services provided by us under invoice no(s): __________________________ (each, an "**Invoice**"). We enclose the Invoice(s) each duly certified by us (together with copy of the related transport documents) for your record. We hereby also certify that (i) the financing requested under this application is for a genuine trading transaction for our sale of the relevant goods and/or services; and (ii) no other financing has been or will be requested or obtained from any other financial institution against or in respect of the relevant goods and/or services and/or any Invoice.

Disposal of funds: (Please mark "X")

Please credit our A/C No._____________________________ (Currency:_________):

☐ for the full principal amount of the Export Loan.

☐ for the principal amount of the Export Loan after deducting all your interest.

Please debit all your charges to our A/C No. ___________________________ (Currency:_________).

Buyer:	Name & Address: (the "**Buyer**")
Invoice No.:	
Invoice Amount:	
Description & Quantity of Goods	
Incoterm:	

Settlement Instruction: (Please mark "x")

Upon maturity of the Export Loan, please settle the principal amount of the Export Loan plus accrued interest and charges (if any) by:

☐ Debiting our A/C No. _________________________________ (Currency:_______)

☐ Others (please specify):

We have read and understood the Terms and Conditions overleaf and we also agree to the Terms and Conditions overleaf.

____

Authorised Signature(s) of the Customer

Date:

Tel No.:

Contact Person:

For Bank Use Only
S.V.:

Terms and Conditions

1. This application and the Export Loan are subject to the latest facility letter issued by Agricultural Bank of China Limited, Hong Kong Branch (the "**Bank**", which expression shall include its successors, assigns and transferees) to the customer specified in this application (the "**Customer**") in relation to the export invoice financing facility and any agreement previously signed by the Customer and delivered to the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.

2. The Export Loan is subject to the Bank's overriding right of repayment on demand.

3. The Customer agrees 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 Customer (if any) or otherwise determined by the Bank.

4. The Customer shall on demand pay all the fees and charges in connection with the transaction contemplated in this application. Notwithstanding any instruction(s) stipulated in this application, the Bank is hereby irrevocably authorised (at any time and at its discretion) to (i) deduct or debit all the relevant fees, charges and any amount owed by the Customer to the Bank from any of the Customer's account(s) maintained with the Bank; and/or (ii) convert any amount debited or otherwise received by the Bank or any obligation or liability of the Customer at the prevailing exchange rate determined by the Bank (or any other agreed exchange rate, if any).

5. The Customer further undertakes to provide the Bank with any document and/or information in relation to the sales transaction to which this application relates (the "**Sales Transaction**") and the goods and/or services upon the Bank's request. The Customer undertakes, at its own costs and expense, to provide satisfactory evidence of complete performance of the Sales Transaction and other information that the Bank may require.

6. The Customer undertakes that it will not use any receivables and/or insurance proceeds (if any) relating to the Sales Transaction for securing any banking facilities (other than those granted to the Customer by the Bank) and other purposes as prohibited or restricted by law, and agrees not to sell, charge, part with possession of or otherwise deal with any such receivables and/or insurance proceeds (if any), whether in whole or in part, without the Bank's prior written consent.

7. The Customer undertakes to ensure due and punctual payment by the Buyer under the Sales Transaction and the receivables and/or insurance proceeds will be credited to the Customer's account with the Bank as designated by the Bank from time to time, or, if so directed by the Bank, will be applied to repay the Customer's obligations and liabilities to the Bank in connection with the Export Loan and any other debts due and owing by the Customer to the Bank. In any event, the Customer acknowledges that the receivables and/or insurance proceeds will be dealt with by the Customer in trust for the Bank until repayment of the Export Loan, interest, costs and charges.

8. The Customer 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, actions and other consequences which the Bank or the Bank's delegate(s) may suffer or incur under or in connection with this application and/or the Export Loan (except caused by the Bank's gross negligence or wilful misconduct).

9. This application and the Export Loan are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.