

## Application for Invoice Financing Facility

To: Imports Bills Department  
Fubon Bank (Hong Kong) Limited

Date: \_\_\_\_\_  
(dd-mmm-yyyy)

We, the applicant herein, request you to grant us an invoice financing facility in the following amount for payment of the goods or services (the "Goods") purchased by us and/or our related company(ies) under the invoice(s) and/or document(s) specified below (the "Invoice(s)"), original/copy(ies)/certified copy(ies) of which is/are attached:

Name of the Purchaser (if the name of the Purchaser is left blank, then the Applicant shall be the Purchaser):  Currency and Amount:	<input type="checkbox"/> Invoice(s): Invoice Number(s) _____ _____ <input type="checkbox"/> Document(s): Name and date of the document(s) _____ _____
Description and Quantity of Goods:	


We agree that we shall be bound by the terms and conditions contained in this application. We irrevocably authorize and instruct you to effect payment to the following beneficiary in respect of the Invoice(s) by: (Please put a "✓" or mark "X" where appropriate)

CHATS   
  Telegraphic Transfer   
  Cashier Order   
  Demand Draft   
  Crediting account no. \_\_\_\_\_

Currency and Amount (to be remitted):	
Name of Beneficiary:	Beneficiary's Account Number:
Beneficiary's Address:	
Beneficiary's Banker Name and Address:	
Beneficiary's Banker Account Number:	Beneficiary's Banker (SWIFT Code)
Intermediate Banker Name and Address:	
Intermediate Banker Account Number:	Intermediate Banker (SWIFT Code):
Message:	

Our settlement instructions are as follows: (Please put a "✓" or mark "X" where appropriate)

- Please debit the charges from the following account: \_\_\_\_\_
- Please deduct the charges from the sale proceeds of payment (for beneficiary's account).
- Please debit our account no. \_\_\_\_\_ for \_\_\_\_\_
- Others: \_\_\_\_\_

Applicant's Name:	
Signed by applicant:   <div style="text-align: center;">  </div>	In case of queries, please contact Mr. / Ms. Tel No.: Fax No.:
Company Chop and Authorized Signature(s)	

# Application for Invoice Financing Facility

## Terms and Conditions

1. We, the applicant herein, shall repay the invoice financing facility mentioned herein (the "Facility") to Fubon Bank (Hong Kong) Limited ("Fubon") on demand or its due date, whichever is earlier.
2. Fubon shall be hereby authorized to debit our account(s) stipulated in this application or any of our account(s) maintained with Fubon for all sums owing by us to Fubon.
3. The Goods, their proceeds including but not limited sale proceeds and insurance proceeds (the "Proceeds") and/or the title documents including but not limited to the bills of lading, shipping documents (the "Title Documents") shall be held by us in trust for Fubon, as collateral security for the payment of our obligation and liability under the Facility.
4. Fubon shall be entitled at any time to take possession of the Goods, the Proceeds and/or the Title Documents if we fail to duly repay any amount of the Facility or the interest on it. Fubon shall be entitled to demand and receive the Proceeds from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to us.
5. We shall keep Fubon informed of the whereabouts of the Goods, the Title Documents and of any change in the condition, market price, quality or quantity of the Goods.
6. We shall allow Fubon and anyone authorized by Fubon in writing to enter our godowns and premises or any place where the Goods are kept at any time for the purpose of viewing, inspecting, identifying and/or taking possession of the Goods or for any other purpose with regard to this application.
7. We undertake to furnish to Fubon for inspection all relevant original Title Documents at Fubon's request.
8. We shall keep the Goods fully insured at our expense for the benefit and at the satisfaction of Fubon against all insurable risks including but not limited to loss by fire, theft and any other risk to which the Goods may be subject and deliver any and all policies or cover notes in respect of such insurance to Fubon upon demand.
9. We undertake to pay all freights, warehouse, dock, transit and other charges, rent and all other costs in connection with the Goods;
10. We shall not allow ourselves to become dispossessed of any of the Goods, the Proceeds or Title Documents and/or create or permit to subsist any security over any of the Goods, the Proceeds or Title Documents or enter into any arrangement to do so in favour of any other party whereby the security interest of Fubon would be prejudiced.
11. Until our liabilities to Fubon under the Facility are fully discharged, the Goods and the Proceeds shall at all times be kept separated from other transactions and will not form part of our property and we shall show such separation in all our records and entries to account to Fubon for the Goods and the Proceeds from time to time as Fubon may require and shall pay Fubon the Proceeds as and when received.
12. We shall obtain, in case sales of Goods are effected with Fubon's consent against promissory notes payable in Hong Kong, Fubon's approval of such promissory notes and deliver to Fubon on demand such promissory notes signed by the buyers endorsed to Fubon by us.
13. At any time prior to the delivery of the Goods pursuant to any sale or sales hereby authorized and the receipt by us of the Proceeds, Fubon may cancel this trust and bailment and take possession of the Goods and the Title Documents wherever the Goods may be found.
14. If all or any of the Goods or Title Documents are taken into possession and/or all or any of the Proceeds are received by Fubon, this shall in no way impair or lessen rights of Fubon to receive payment of the full amount of the bills, cheques, drafts or invoices (as the case may be) and our liabilities and obligations thereunder.
15. We shall retire the said bills, cheques, drafts or invoices (as the case may be) in full on or before or on demand irrespective of the sale of all or any of the Goods.
16. In case the Goods under the Invoice(s) are purchased by our related company(ies), the terms and conditions herein shall also apply to the said related company(ies) and the term "we", "our" and/or "us" herein shall be construed to include also the said related company(ies). We agree and undertake to procure the said related company(ies) to comply with the requirements and carry out the obligations under the terms and conditions herein. We are liable, as primary obligor, for all obligations and liabilities (whether present or future and whether actual or contingent) owing to you in connection with the Facility and shall pay to you on demand all sums owing to you under or in connection with the Facility.
17. We shall fully indemnify Fubon and keep Fubon fully indemnified at all times against all actions, losses, claims, proceedings, costs, demands, liabilities, charges and expenses (including legal costs on a full indemnity basis) of whatsoever nature which Fubon may suffer, sustain or incur in connection with or arising in any way whatsoever out of this application, including but not limited to Fubon's demanding/enforcing payment of any monies and/or liabilities due from us, our related company(ies) and/or any person the Goods from us and/or our related company(ies) to Fubon and/or our breach of any of the terms and undertakings herein and/or without limiting the generality of the foregoing any demand, claim or action made against Fubon or Fubon's agents by any third party in respect of the Goods, ~~the Services~~ and/or the Title Documents.
18. We hereby confirm that the Facility is for the genuine trade of our business and warrant that apart from the Facility, there is no other financing obtained in connection with the Invoice(s), the Goods, the Title documents of the Goods and/or the Proceeds.
19. We confirm that no person other than Fubon and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any terms and conditions of this Facility.
20. We acknowledge and understand that this application shall be subject in all respects to us the General Commercial Agreement signed by us.