

APPLICATION FOR EXPORT INVOICE DISCOUNTING

To : China Minsheng Banking Corp., Ltd. Hong Kong Branch (the “**Bank**”)

Date: _____

We (the “**Applicant**”) refer to the latest facility letter or facility document (the “**Facility Letter**”) issued by the Bank to us in relation to the export invoice discounting facility granted to us (the “**Facility**”), pursuant to which the Applicant shall sell and the Bank shall purchase all the rights and interest under certain export invoice(s) on discount and on a full recourse basis. In case of non-payment of such export invoice(s) by the Purchaser(s), the Bank shall have full recourse against the Applicant for payment of the amount owing and/or payable under the export invoice(s).

Subject to the terms of the Facility Letter and the conditions printed overleaf, we hereby:

- (a) request the Bank to purchase the Invoices (as defined below) and credit the purchase price to our account no. _____ maintained with the Bank. The Bank is authorised to debit the account or any of our accounts opened with the Bank for any fees, charges and/or expenses incurred in respect of the Facility, and the amount owing and/or payable under the Invoices in the case of non-payment of the Invoices by the Purchasers (as defined below);
- (b) enclose the export invoice(s) and/or other supporting document(s) as described below (such export invoice(s), the “**Invoice(s)**” and the supporting document(s), the “**Supporting Document(s)**”) evidencing that the relevant goods and/or services (the “**Goods**”) have been supplied to the purchaser(s) (the “**Purchaser(s)**”) in accordance with the terms and conditions of the Invoice(s) (and/or the applicable agreement between us and the Purchaser(s) with details as follows (the “**Sale Transaction**”):-
- (i) Purchaser:
 - (ii) Invoice Date:
 - (iii) Invoice No.:
 - (iv) Invoice Due Date or payment terms:
 - (v) Invoice Amount:
 - (vi) Description of Goods:

Description of the Supporting Document(s) (if applicable):

Summary/List of invoices dated _____

Others (please specify):

- (c) represent and warrant that we have not obtained and will not obtain any financing in respect of the Sale Transaction from any other bank or institution or person other than the Bank.

In case of queries, please contact _____ at Tel. no. _____.

FOR BANK USE ONLY	APPROVED BY	CHECKED BY
		MADE BY
		Verify SIG.

Authorised Signature(s) and Company Chop

CONDITIONS OF APPLICATION FOR EXPORT INVOICE DISCOUNTING

1. The Applicant warrants and represents to the Bank that:-
 - (i) the Invoice(s) submitted under this application (or as the case may be, the invoice(s) recorded or specified in the Supporting Document(s)) was/were duly issued by the Applicant to the Purchaser(s) in relation to the Goods in accordance with the terms agreed between the Purchaser(s) and the Applicant;
 - (ii) the Purchaser(s) is/are liable to pay the sum stipulated in the Invoice(s) (and/or the Supporting Document(s)) in full on the stated due date without any set-off, counterclaim or any other deduction; and
 - (iii) the Applicant has not done or caused to be done, and shall not do or cause to be done, anything which may affect or jeopardise the Bank's right to receive full payment from the Purchaser(s) of the amount set out in the Invoice(s) (and/or the Supporting Document(s)).
2. The Applicant hereby assigns to the Bank absolutely all its rights and interest in or relating to the receivables and/or insurance proceeds (if any) relating to the Sale Transaction or the Invoice(s) (and/or the Supporting Document(s)). The Bank may collect, for its own benefit, payment from the Purchaser(s) without reference to the Applicant. The Bank is entitled to issue notice of assignment to the Purchaser(s) or any party at such time and in such manner as the Bank may deem fit. If the Applicant shall receive any payment from the Purchaser(s) or any party in respect of the Sale Transaction or the Invoice(s) (and/or the Supporting Document(s)), the Applicant shall hand over the same to the Bank forthwith and shall in the meantime, hold such payment upon trust for the benefit of the Bank.
3. In case of non-payment from the Purchaser(s) in or relating to the Sale Transaction or the Invoice(s) (and/or the Supporting Document(s)), the Bank shall have full recourse against the Applicant for such payment.
4. The Goods provided to the Purchaser(s) are the sole responsibility of the Applicant. The Bank shall not in any event be liable or responsible for the existence, description, quality, quantity, value, fitness, safety, delivery or otherwise of any Goods shipped or delivered to the Purchaser(s) by the Applicant.
5. The Applicant undertakes that the Applicant will not use any receivables and/or insurance proceeds (if any) relating to the Sale Transaction for securing any banking facilities (other than those granted to the Applicant 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.
6. The Applicant undertakes, at its own cost and expense, to provide satisfactory evidence of complete performance of the Sale Transaction and other information the Bank may require.
7. The Applicant undertakes to ensure due and punctual payment by the Purchaser(s) and that the receivables and/or insurance proceeds (if any) will be credited to its account with the Bank or such other account as designated by the Bank from time to time.
8. Each of the persons signing this application (in his own personal capacity and as authorised representative(s) of the Applicant) warrants and represents to the Bank that this application is made for the purpose of facilitating the export of the Goods and for no other purpose and acknowledges that the Bank will rely on such warranty and representation when assessing this application.
9. The Bank may, at any time and at its absolute discretion without giving any reason therefor, by giving 3 calendar days' prior written notice to the Applicant, convert all or any outstanding indebtedness, liabilities and/or obligations (actual or contingent) owing and/or payable by the Applicant under the Facility or this application into (i) Hong Kong dollars; or (ii) the currency stipulated in the Bank's credit facilities document in respect of the Facility. The conversion shall be made at the prevailing rate of exchange as the Bank may determine conclusively. The Bank may, after such conversion, adjust applicable interest rate in accordance with the market condition but in any event not less than the interest margin charged by the Bank used in discounting the Invoice(s) before conversion.
10. This application and the granting of the Facility is subject to the General Agreement by Customer(s) and any other agreement(s) previously signed and delivered to the Bank by the Applicant, if any. In case of conflict, terms of this application shall prevail to the extent of the conflict.
11. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts but this application may be enforced in the courts of any competent jurisdiction and that the taking of any suit, action or proceedings arising out of or in connection with this application in one or more jurisdictions shall not preclude the taking of such suit, action or proceedings in any other jurisdiction whether concurrently or not.