

**To: Dah Sing Bank, Limited**  
 Hong Kong

**Date:**
**ORIGINAL**
**APPLICATION FOR PROCESSING EXPORT TRANSACTION**

We present the attached documents ("Documents") for

**Documentary Credit**
 **Financing required**

- For L/C available by **negotiation**: your negotiation under the documentary credit ("DC") below by way of:
  - advancing funds or agreeing to advance funds under the DC
  - advancing funds after the issuing bank has accepted the Documents (  checking of documents is required )
- For L/C available by **acceptance** or **deferred payment**: your prepayment or purchase of a draft accepted or a deferred payment undertaking incurred by you under the DC
- For L/C available by **payment**: your payment or advance under the DC

 **No financing required**

- issuing or nominated bank's payment under the DC without financing (  checking of documents is required )

**Documents against Payment / Acceptance**

- 
- your financing
- without financing (for drawee's payment / acceptance only)

DRAWER / BENEFICIARY (FULL NAME & ADDRESS)	DRAWEE / DC APPLICANT (FULL NAME & ADDRESS)
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▼ Please mark number of documents attached		▼ Other documents	
Draft		Insurance Policy/Cert.	
Commercial Invoice		Signed Bills of Lading	
Customs Invoice		Non-neg. Bills of Lading	
Packing/ Weight List		FCR/Cargo Receipt	
Inspection Certificate		Air Waybill	

Documentary Credit No.	Issuing Bank and Branch/ Collecting Bank's name and address ( for D/P or D/A )		
Vessel/ Flight No.	Port/ Airport of Loading	Port of Discharge	Final Destination.
Terms	Invoice No. / Draft No.	Goods (Brief description)	Bill Amount

**INSTRUCTIONS FOR DOCUMENTS NOT UNDER DOCUMENTARY CREDIT ( Please follow as marked "X" )**

<input type="checkbox"/> Release Documents against <b>PAYMENT ("D/P")</b>	<input type="checkbox"/> <b>WAIVE</b> Interest and/or collection charges if refused. <b>Note:</b> If no instruction is given, interest and charges may be waived.
<input type="checkbox"/> Release Documents against <b>ACCEPTANCE ("D/A")</b>	<input type="checkbox"/> <b>DO NOT WAIVE</b>
<input type="checkbox"/> ACCEPTANCE/ PAYMENT may be deferred pending arrival of goods	<input checked="" type="checkbox"/> SWIFT advise of Non-payment and /or Non-acceptance
	<input type="checkbox"/> If Unpaid/ Unaccepted store and insure goods
<input type="checkbox"/> <b>PROTEST</b> for Non-acceptance and/or Non-payment	<b>Note:</b> If no instructions are given regarding protest, the Bank will assume that <b>NO</b> protest is required.
<input type="checkbox"/> <b>DO NOT PROTEST</b>	
<input type="checkbox"/> Collect interest @ _____ % p.a. (on the basis of 360 days a year unless otherwise specified) from Drawees from date of _____ until date of final payment.	<input type="checkbox"/> In case of need refer to: _____ who will assist you to obtain acceptance/payment but has no authority to amend the terms of the bill.

Other Instructions:

**PROCEEDS DISPOSAL ( Please follow instructions marked "X" )**

<input type="checkbox"/> Credit our account No. _____ Currency: _____ under Exchange Contract No. _____
<input type="checkbox"/> Deduct \$ _____ For Packing Credit/ OB Advance No. _____
<input type="checkbox"/> Debit our account No. _____ Currency: _____ for all bank charges.
For any queries, please contact our _____ on Tel. no. _____ (Fax no. _____).

In case of CFR, CPT, FOB, FAS or FCA shipment, we certify that insurance has been covered by drawee / DC applicant / ultimate buyer.

**For Back-To-Back Credit (if applicable)**

A back-to-back credit no. \_\_\_\_\_ ("Back-to-Back DC") has been issued by you against the support of this DC. You are irrevocably authorized (but are not obliged) to utilize the documents presented under the Back-to-Back DC for the drawing of this DC irrespective of discrepancies that may appear on the documents presented under the Back-to-Back DC (all of which, if any, are hereby waived).

 \_\_\_\_\_  
 Authorized Signature(s) & Company Chop (if applicable)

**THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT IN PAGE 2 AND 3**

**Conditions**

1. This application is subject to the Uniform Customs and Practice for Documentary Credits ("**UCP**") (for DC transactions) or Uniform Rules for Collections ("**URC**") (for D/A and D/P transactions) of the International Chamber of Commerce to which the relevant transactions are subject, the General Agreement for Commercial Business and any other agreement(s) previously signed and delivered to Dah Sing Bank, Limited (the "**Bank**") by the applicant of this application (the "**Customer**").
2. Unless otherwise agreed by the Bank in writing, any negotiation, prepayment, purchase, payment and/or advance ("**Financing**") provided by the Bank under the DC or the D/A or D/P transaction is with full recourse against the Customer notwithstanding the UCP or other applicable rules which may provide otherwise. The Customer further acknowledges and agrees that it will repay the Bank on demand in full without set-off any Financing obtained from the Bank together with interest (calculated from the date of Financing) at the interest rate stipulated in the relevant facility letter or agreement between the Bank and the Customer (if any) or otherwise determined by the Bank without raising any defence or objection. The Customer also undertakes to repay in full without set-off any Financing under the DC without further demand if the Bank, due to whatever reasons, does not receive full and punctual payment(s) under the DC including, but not limited to, the occurrence of any of the following situations:-
  - (a) the issuing, confirming or nominated bank holds the view that the Documents are non-complying irrespective of the fact that the Bank may consider otherwise; or
  - (b) the issuing, confirming or nominated bank fails to honour their payment obligations under the DC or reimburse the Bank on time due to insolvency, foreign exchange control, any court order, change of law, any sanctions issued or announced by the United Nations, any other international organisation or any other relevant jurisdiction or any related law or regulations to which the issuing, confirming or nominated bank, the Bank or any other banks in the relevant transaction is subject ("**Sanctions**"), illegality, fraud or allegation of fraud, commercial dispute or any other reasons.
3. Notwithstanding that the Bank may have agreed to advance funds to the Customer, the Customer irrevocably agrees that the Bank is entitled to cancel such agreement if, in the Bank's sole opinion, (a) the relevant advance may infringe or violate any anti-money laundering measures, any Sanctions; or (b) any such advance may cause an excess of any credit limit(s) granted by the Bank in respect of the relevant issuing/nominated bank.
4. In respect of the DC which the Customer has requested the Bank to provide Financing, the Customer irrevocably warrants and undertakes to the Bank that the Customer will pay all the fees, interest and charges on demand (including those stipulated in the Facility Letter or a debit advice issued by the Bank from time to time). The Bank is hereby authorized to deduct all the relevant fees, expenses, charges and any amount owed by the Customer to the Bank (including any deductions by the issuing Bank or any relevant parties) from the Financing proceeds of the DC and/or debit any of the Customer's account(s) maintained with the Bank.
5. 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 or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with the provision of any Financing or services (including (but without limitation) the Bank's making of Amendment (defined below)) to the Customer.
6. Without prejudice to other conditions set out in this application, in particular the Bank's rights under any negotiation, prepayment, purchase, payment and/or advance (as the case may be), the Customer assigns to the Bank all the Customer's rights and interest in all the present and future receivables, debts and proceeds payable to the Customer under or in connection with the DC, the D/P or D/A transaction and the sale transaction(s) relating to such DC or D/P or D/A transaction. Such receivables and debts (including all monies and proceeds thereof) may be applied and/or appropriated by the Bank in the manner as the Bank deems fit in or towards discharge of the Customer's obligations and liabilities owing to the Bank. The assignment under this paragraph is in addition and without prejudice to any other security and agreements, if any, executed by the Customer in favour of the Bank.
7. The Bank is irrevocably authorised (but is not obliged) to (i) utilize the presented documents under the Back-to-Back DC for drawing of the DC; (ii) negotiate the Documents, prepay a deferred payment undertaking incurred by the Bank, purchase a draft accepted by the Bank under the DC or make any advance to the Customer against the documents presented under the DC; and (iii) directly apply the Financing proceeds of the DC to settle the corresponding drawing(s) under the Back-to-Back DC without first crediting such proceeds to the Customer's account with the Bank, irrespective of discrepancies that may appear on the Documents under the Back-to-Back DC (all of which, if any, are hereby waived).
8. The Bank shall have (i) a pledge and lien over the Documents; and (ii) a pledge over the goods represented by the Documents insofar as such goods are in or come into the Bank's actual or constructive possession.
9. The Bank shall not be responsible or liable for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
10. The Bank and the relevant Bank Group Company (if applicable) shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of providing any services to the Customer. "Bank Group Company" means the holding company of the Bank, any subsidiary of the Bank or its holding company, and the branches, affiliates, or associated or related companies of the Bank.
11. The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent, agent, sub-agent or Bank Group Company notwithstanding that the Bank may choose such courier company or correspondent.
12. The Bank has full authority (but no obligation) at the Bank's discretion to store and insure the goods at the Customer's risk and cost.
13. Each of the persons signing this application (in his own personal capacity and as authorized representative(s) of the Customer) warrants and represents to the Bank that all documents presented or to be presented for Financing or collection purpose relate to sale of goods as described in those documents and the Customer has shipped or delivered the goods to the buyer and acknowledges that the Bank will rely on such warranty and representation when assessing this application.
14. The Customer hereby acknowledges that the Bank and/or any Bank Group Company (if applicable) may from time to time, without prior notice to or consent from the Customer, disclose any Company Information and/or Transaction Information and Documents to (i) the relevant beneficiary and/or ordering institution (as the case may be), intermediary institution and/or agent or sub-agent thereof upon their request for the purpose of completing remittance transaction(s) under this application; and/or (ii) any local or overseas governmental or regulatory authorities upon their request or for the purpose of ensuring compliance with applicable laws and regulations; and/or (iii) the relevant Risk Participating Party of any risk participation arrangement (whether funded or unfunded) entered or to be entered into between the Risk Participating Party and the Bank. For the purpose of this application, "Company Information" means any information of a corporate/entity including, without limitation, its place of incorporation, contact information (including telephone and fax numbers and email address), website address, registered office or place of business, directors, shareholders and such information as the Bank may reasonably require regarding the Customer and each of its substantial owners, controlling persons and beneficial owners; "Transaction Information and Documents" means any information and/or documents in relation to (x) remittance transaction(s) under this application, which shall include, without limitation, purpose of remittance transaction(s), types, origins and destinations of underlying goods or services, certification for underlying goods, invoices, bills of lading and other supporting documents for such remittance transaction(s) as the Bank may reasonably require arising out of or in connection with remittance transactions already carried out or to be carried out by the Bank; and/or (y) the DC transaction as the relevant Risk Participating Party may reasonably request; and "Risk Participating Party" means any bank or financial institution with whom the Bank enters or will enter into any risk participation arrangement (whether funded or unfunded). Without prejudice to the generality of clause 3 above, the Bank and/or any Bank Group Company (if applicable) shall not be liable for any loss or damage due to delaying in processing or refusal to process remittance payment by any beneficiary and/or ordering institution (as the case may be), intermediary institution and/or agent or sub-agent thereof as a result of, including but not limited to, ensuring compliance with applicable laws and regulations and/or requests of public authorities in various jurisdictions in relation to anti-money laundering or counter-terrorist financing purposes.
15. For the purpose of facilitating the Financing, one or more trade credit facilities with certain credit limit(s) may be provided to the Customer by the Bank pursuant to one or more facility letters or agreements between the Bank and the Customer ("**Customer's Trade Limit**"). Without prejudice to clause 3 (b) above, the Bank may (but shall not be obliged to) utilize the Customer's Trade Limit in the event of (a) any discrepancies appearing on the Documents; and/or (b) any excess of any credit limit(s) granted by the Bank in respect of the relevant issuing/nominated bank with or without notice to the Customer.
16. In case the Bank is being provided with the company chop of the Customer ("**Chop**"), the Bank is hereby authorized to, at its sole discretion and from time to time, correct mistakes and/or insert missing data content in the Documents ("**Amendment**") and authenticate such Amendment by stamping the Chop next to the Amendment and/or signing beside such Amendment for and on behalf of the Customer with or without further reference to the Customer.
17. The rights of the Bank hereunder shall be in addition and without prejudice to the Bank's rights under any other agreement(s) or under the laws.

18. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.
19. A person who is not a party to this application has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of, or enjoy any benefit under this application, except to the extent set out in this clause. Any Bank Group Company may enforce and rely on any clause of this application which refers to such company to the same extent as if it was a party.