

APPLICATION FOR PROCESSING EXPORT TRANSACTION

Date :

We present the attached documents ("Documents") for:

- ☐ your financing under ☐ D/P ☐ D/A
☐ drawee's payment without financing under ☐ D/P ☐ D/A
☐ your negotiation under the Documentary Credit below ("DC") by way of immediate payment
☐ your negotiation under the Documentary Credit below ("DC") by agreeing to advance funds to us at a later stage:
☐ upon acceptance by DC Issuing Bank ☐ upon settlement of our related import bill(s)
☐ issuing or nominated bank's payment under the Documentary Credit below "DC" without negotiation
 (checking of documents is ☐ required ☐ not required)

Bank's Ref

Drawer / Beneficiary		Drawee / DC Applicant	
Tel No. Contact :			
Documentary Credit No. issued by (Bank and Branch)		Collecting Bank with address (For D/P or D/A)	
Incoterms (e.g. FOB, CFR, etc) and Payment Terms		Departure Date	B/L, AWB or Parcel Post Receipt No.
Drawee Ref	Draft No.	Invoice No.	Vessel / Flight No.
Description of goods		Port of Discharge	Sea/Airport of Loading
Instructions for documents not under Documentary Credit, please follow as marked X		Other instructions	
☐ Release Documents against PAYMENT (D/P)			
☐ Release Documents against ACCEPTANCE (D/A)			
☐ ACCEPTANCE/ PAYMENT may be deferred until arrival of carrying vessel			
☐ Advise of Non-payment and / or Non-acceptance and any communication between the Collecting Bank and United Overseas Bank Limited, Hong Kong ☐ by teletransmission ☐ by airmail			
☐ PROTEST for Non-payment and / or Non-acceptance		Note: If no instruction is given regarding protest, the Bank will assume that protest is not required.	
☐ DO NOT PROTEST for Non-payment and / or Non-acceptance			
☐ COLLECT charges from the Drawee		Please mark number of documents attached	
☐ COLLECT interest @ %p.a. from drawee from date of until date of		☐ Draft	Insur. Policy/Certificate
☐ WAIVE interest and / or collection charges if refused by drawee		☐ Commercial Invoice	Bills of Lading
☐ DO NOT WAIVE interest and / or collection charges if refused by drawee		☐ Certificate of Origin	Non-Neg Bill of Lading
☐ Documents may be released against payment in local currency provided the drawee gives their undertaking to pay any difference arising from fluctuations in the exchange rate between date of payment and date of final remittance		☐ Packing/Weight List	Air Waybill
☐ In case of need refer to : who will assist you to obtain acceptance / payment but who has no authority to amend the terms of the bill		Other documents:	
		Bill Amount:	
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).			
Proceeds Disposal please follow instruction marked X			
☐ Pay Import Bill / Loan No.		for an amount	
☐ Credit our Account No.		maintained with you	
☐ Others			
In case of CFR,CPT,FOB, FAS or FCA shipment, we certify that insurance has been covered by drawee / DC applicant / ultimate buyer.			
		S.V.	
Authorized Signature(s) and Company Chop			

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF

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 Trade Finance Security Agreement (if applicable), the Standard Terms for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to United Overseas Bank Limited (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of conflict.
2. Unless otherwise agreed by the Bank in writing, any negotiation, prepayment, purchase 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 Applicant notwithstanding the UCP or other applicable rules which may provide otherwise. The Applicant further acknowledges and agrees that it will repay the Bank on demand for any Financing obtained from the Bank without raising any defence or objection. The Applicant also undertakes to repay 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, fraud or allegation of fraud, commercial dispute or any other reasons.
3. The Bank may act upon any instruction given to the Bank by facsimile, email or telephone so long as the Bank acting in good faith believes it to be the genuine instruction from the Applicant. The Bank is under no duty to inquire into the authenticity of any such instruction or the identity or authority of the person giving or purporting to give any such instruction before the Bank acts on it. Any transaction or service effected pursuant to any such instruction that the Bank acts on shall be conclusively binding on the Applicant for all purposes, regardless of whether such instruction was given with or without the Applicant's authority, knowledge or consent.
4. 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 the provision of any financing or services to the Applicant.
5. The Bank is irrevocably authorized (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 Applicant 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 Applicant'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).
6. 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.
7. The Bank shall not be responsible or liable for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
8. The Bank 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 Applicant.
9. 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 or sub-agent notwithstanding that the Bank may choose such courier company or correspondent.
10. The Bank has full authority (but no obligation) at the Bank's discretion to store and insure the goods at the Applicant's risk and cost.
11. Electronic presentation of documents for DC
(a) Handling of documents pursuant to this application shall be subject to: the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, Paris current as at the date of this form (UCP); and (where applicable), the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation (eUCP). Terms used but not defined in this form have the meaning given to them in the UCP and (where applicable) the eUCP. "Documents" means any paper-based document required by the DC and, where the DC is subject to eUCP, any electronic record which is presented in a format acceptable to the Bank (including the Applicant's notice that a presentation is complete). In the event of inconsistency between UCP600 (or its applicable revision) and where applicable eUCP (or its applicable revision) and terms of this application, terms of this application shall prevail.

(b) The Applicant accepts that the presentation of documents under DC using electronic platforms / data processing systems, including but not limited to email, third party platforms, has risks and undertake to accept all possible risks, losses or damages resulting from using such electronic platforms / data processing systems including but not limited to email, third party platforms.

(c) The Applicant agrees that the Bank is not responsible for the verification of the identity of the sender, source of information, completeness, and authenticity of information, and, that the Bank shall not be responsible for any and all risks or losses, including but not limited to:

- risks relating to safety, stability, ability of normal transmission of electronic information by e-presentation service providers;
- losses resulting from mistaken transmission of documents;
- losses resulting from using hard copies of electronic documents;
- losses resulting from discrepancies between goods condition and descriptions stated in the electronic documents;
- losses resulting from failure of customs declaration due to non-acceptance of electronic documents by customs authorities.
- data corruption that occur because of transmission of electronic documents through email or e-presentation service providers irrespective of the stage or point at which such corruption occurs.

(d) The Applicant agrees and acknowledges that all documents under documentary credits subject to eUCP will be presented electronically through electronic platforms and the Applicant confirms the validity of all information transmitted through such electronic platforms and the relevant electronic signatures.

(e) The Applicant agrees and acknowledges that according to eUCP, only one electronic record presented through the relevant electronic platform is in compliance with any requirement under the relevant documentary credit requesting for one or more originals or copies of electronic records. All documents presented through electronic platforms will be treated as original, unless such documents expressly states that they are copies. The Applicant undertakes no objection will be made as to whether the electronic documents presented by beneficiaries are originals or not.

(f) The Applicant agrees and acknowledges that the Bank reserves the right and at its sole discretion, utilize a specific e-presentation system and/or mode including but not limited to 3rd party e-presentation systems, emails and or any equivalent e-presentation systems. Notwithstanding anything contained therein, if the Bank, at its sole discretion, decides not to use the e-presentation system specified by the Applicant in any eUCP DC or otherwise, the Bank reserves the right to decline such a request.

(g) The Applicant agrees and acknowledges that the Bank has sole discretion to determine the eligibility of customers to use e-presentations including the customer's counterparties such as beneficiary of the DC. The Applicant acknowledges and agrees that the Bank reserves the right to reject any instruction from the Applicant, including but not limited to any application, amendment of any DC, and/or other instructions that may pertain to electronic presentations and eUCP DC.

(h) The Applicant agrees and acknowledges that the possession of trade documents by the Bank electronically through the relevant electronic platform shall not prejudice the creation and validity of any pledge over such trade documents which would have been valid, enforceable and binding if such trade documents had been possessed by the Bank physically and any provisions relating to the pledge of trade documents by the Applicant in favor of the Bank shall be construed accordingly.

12. Electronic presentation of documents for D/P or D/A

This collection is subject to Revision of the Uniform Rules for Collections ("URC") and if applicable, the ICC Uniform Rules for Collections for Electronic Presentation ("eURC"), International Chamber of Commerce Publication currently in force. In the event of any inconsistency between the terms of this application and the provisions of URC and if applicable, eURC, the terms of this application shall prevail. Any presentation under the eURC will be subject to the Bank's sole discretion. The Bank reserves all rights to reject any document presented under eURC if there is no prior agreed upon arrangement as between the Applicant and the Bank as regards the application of eURC, notwithstanding the Bank's role as the remitting bank, collecting bank or presenting bank, for the presentation of electronic records alone or in combination with paper documents.

13. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.