

TO: **UNITED OVERSEAS BANK LIMITED, HONG KONG BRANCH
(INCORPORATED IN SINGAPORE WITH LIMITED LIABILITY)**

Date:

In consideration of your making advance to us the total sum of (currency and amount) (the "**Loan**") with financing period ☐ for days (for financing supported by purchase order) (the "**PO**") ☐ up to LC expiry date (for financing supported by documentary credit (the "**DC**") against the instrument with particulars as detailed below (the "**Instrument**"), please disburse the Loan proceeds to our account no.

We undertake and agree with you as follows:-

1. The issuer and all the terms and conditions of the Instrument must be acceptable to you.
2. The proceeds of the Loan shall solely be used for the purchase, production, storage, insurance and/or preparation for sale or shipment of the goods referred to below (the "**Goods**").
3. We hereby (i) lodge with and pledge to you the original or a certified true copy (as you may from time to time require in your sole and absolute discretion) of the Instrument and all amendments (if any); (ii) undertake to deliver all future amendments of the Instrument to you immediately upon receipt by us; and (iii) undertake to present documents in strict compliance with the terms and conditions of the Instrument to you on or before the time limit(s) as may be agreed by you from time to time.
4. We shall not accept any amendment or cancellation of the Instrument without your prior written consent and shall not dispose of or otherwise deal with the Goods except for the purpose of making a valid drawing under the Instrument.
5. We shall pay interest on the Loan at the interest rate as determined by you. Subject to your overriding right of demand, we will repay the Loan and any accrued interest to you on the applicable due date of the Loan.
6. If relevant drafts and/or documents relating to the Goods are agreeable by you for negotiation of the Instrument or for collection, we irrevocably authorize you to apply the relevant proceeds to discharge the Loan together with any costs and expenses incurred by you and any commissions, interest or other charges at such rate from time to time as determined by you in connection with the Loan and/or to discharge any other debts owed by us to you (collectively the "**Indebtedness**") in any manner or order that you think appropriate.
7. We shall repay you on demand the Indebtedness should we fail to tender you all the relevant drafts and/or documents relating to the Goods or should the drafts drawn and/or documents tendered thereunder not be paid or honored by the drawee, the LC issuing bank or the purchaser of the Goods (as the case may be).
8. We represent that the Goods, Instrument and the relevant proceeds (the "**Assets**") are free from any security interest(s) and encumbrance(s) and we are the sole and beneficial owner of the Assets. We undertake not to factor, sell or otherwise dispose of the proceeds of the Goods or Instrument or create any encumbrance(s) or security interest(s) over the Assets, apart from the Loan.
9. We acknowledge and declare that until full discharge of the Indebtedness, (i) all Goods will be dealt with by us as your agent and the sale proceeds will be held by us in trust for you; (ii) we shall fully insure the Goods at our expense against all risks and hold the policy and proceeds of such insurance to your order; and (iii) we will keep the Goods and the sale proceeds separate from other transactions, goods or sale proceeds. Any monies payable to us under the insurance policy shall be held in trust for you and dealt with at your direction.
10. We assign to you absolutely all our rights, title, interests and benefits in and to all the proceeds receivable under the Instrument and undertake to indemnify you against any balance which may remain unpaid under the Instrument for whatever reasons.
11. In the case of the value of the Goods or the proceeds under the Instrument should at any time fall below the amount of the Indebtedness, we promise and undertake to make up such deficiency by cash payment immediately.
12. We shall provide you with cash or other collaterals in such form and value as you may require from time to time. To secure the discharge of our obligations to you under this agreement, you are irrevocably authorized to debit our account(s) with you and you shall have a lien over all our properties in your possession, with power to sell or dispose of such properties at any time for satisfaction of our obligations.
13. We shall indemnify you and your 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 you or your delegate(s) may suffer or incur under or in connection with the Loan and any financing provided under the Instrument.
14. If this application is executed by more than one party (i.e. by the applicant and the Guarantor), the obligations and liabilities of each of us under this application are primary as well as joint and several.
15. This application is subject to the Trade Finance Security Agreement (if applicable), Standard Terms for Banking Facilities as are in effect from time to time and other agreement(s) previously signed and delivered to you by us, if any. In case of conflict, terms of this application shall prevail to the extent of conflict.
16. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Instrument (please fill in the applicable information)

☐ DC

DC number	
Issued by	
Amount	
Description of goods	
Expiry date	
Latest shipment date	

☐ PO

PO number	
Issued by	
Amount	
Description of goods	
Latest shipment date	

Instructions to the Bank:

S.V.

Authorized Signature(s) and Company Chop