

APPLICATION FOR IMPORT / EXPORT LOAN 進出口貸款申請書**To: HSBC Bank (Taiwan) Limited**

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- Fax**
-
-
- Re-Fax**

We, _____ hereby apply for a drawdown in respect of the transaction addressed in the attached list and other documents in the amount, for the purpose and on the terms and conditions set forth below:

Type of Credit:

-
- Pre-export Loan
-
- Post-export Loan
-
-
- Clean Import Loan
-
- Other (Please specify)

Currency: _____, Amount (use words or numbers): _____

Finance Period:

From _____ to _____ (maturity day) Total: _____ days. (Maxima Period)

Interest Calculation at: Fixed, All in rate: _____ % p.a after negotiation. The rate identified on Facility letter will apply if there is no negotiation.
 Floating, All in interest rate upon drawdown: _____ % p.a. The Bank is entitled to adjust the rate from time to time based on the Bank's funding cost.

***For Pre-export Loan:**

1. We hereby lodge with you the original Documentary Credit/ Purchases Order No. _____ issued by _____ for _____ expiry date _____
2. We undertake to present documents under the respective goods shipped before the said expiry date, of which the proceeds will be applied to repay outstanding loan balances in their order of maturity.

Disposition of Proceeds:

-
- Please credit to our account number _____ with your bank.
-
-
- Please place the proceeds of this advance as marginal deposit against any liability incurred by you under this transaction.
-
-
- Please transfer the funds to _____
-
-
- Others (Please specify) _____

Account to be Debited

-
- Please debit the full amount of the principal plus interest of this loan on maturity day from our account number _____ with your bank.

Other Terms and Conditions:

1. We hereby acknowledge our indebtedness to you the full amount of the loan plus interest at such of your current rates as you may determine applicable (subject to any fluctuations without notice) and confirm that such loan until repaid, will remain as a continuing liability on our part.
2. We unconditionally undertake and agree to repay all sums of money, advanced to us, or for our benefit, or upon our instructions, in accordance with this application. We further confirm that notwithstanding anything to the contrary stated herein, all of our indebtedness to you remains subject to your overriding right to repayment on demand.
3. We undertake to pay (i) an interest (in addition to the agreed interest as set forth in the above mentioned) up 2% per annum, at your sole discretion, and (ii) a penalty equal to NT\$300 or such other lower amount on a daily basis, if we fail to repay the loan facility to you when due.
4. We agree that any export loan facility made by you to us shall be on the condition that if no shipment is made or amendment extending the shipment date referred to above are not received within fourteen days of the shipment dates you shall have the right to demand repayment of any such advance made and are hereby authorized to debit our account in respect thereof without notice to us.
5. We confirm that the adequate insurance is held, that premium is paid and that declarations under the policy (where applicable) are made for the respective shipments.
6. We hereby agree that, upon your request and in your sole discretion, to provide the relevant transactional documents (including but not limited to the invoice list or invoice copy, bill of lading, transport documents or other transactional documents) to you.
7. Sanction. We make the following representations: (a) neither we nor any of our subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered, or enforced by the US Department of Treasury's Office of Foreign Assets Control ("OFAC"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, Hong Kong Monetary Authority or the Ministry of Justice of the Republic of China (ROC) (collectively, "Sanctions"), or (ii) located, organised, or resident in a country or territory that is, or whose government is, the subject of Sanctions; and, (b) any required import or export licenses applicable to each negotiable instruments have been obtained and certifies its compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each negotiable instrument we instruct you to issue and the subject matter of such negotiable instrument including, if applicable, the shipment and financing of the goods described in the negotiable instrument.

We acknowledge and agree that:(a) you, HSBC Holdings plc, its affiliates and subsidiaries (together “HSBC Group”), and HSBC Group’s service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;(b) you may take, and may instruct other members of the HSBC Group to take, to the extent you or such member is legally permitted to do so under the laws of the relevant jurisdiction, any action (a “Compliance Action”) that you or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer a negotiable instrument or to process any transaction or instruction that does not conform with Sanctions; and(c) neither you nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of the Bank to perform its duties under this agreement arising out of or relating to any Compliance Action taken by you, your service providers, or any HSBC Group member in its sole discretion. (d) We will indemnify you for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the “Losses”) suffered or incurred by or brought against you arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by the gross negligence or willful misconduct of you.

We hereby confirm that this financing is requested for genuine trade of our company and that no other finance has been obtained or requested from other institutions on these trade transactions.

We hereby confirm that the information given in the attached list and other attached documents are true and genius, all originals are kept for audit if it is necessary.

Applicant’s Authorized Signature(s) and/or seal(s)

(authorized signature/seals should be the same as Specified in bank)

Company Name:

For Bank Use Only

Loan No. : _____

S.V. : _____