



SBR No. (For Bank Use)

**Application for Loan to Buyer - Payments Towards
Tax and Utilities**

To : Hang Seng Bank Limited

Attn: Trade Services (Customer Unit: _____)

Please complete in BLOCK LETTERS and "√" where appropriate.

Applicant's Ref No.

Date(DD/MM/YY)

Part A – Applicant Information	
Applicant / Buyer	
Name of Contact Person	
Tel. No.	Fax No.
Trade Account No.	Tax / Utility Bill No(s). (the "Bill")
Part B – Instructions	
<p>We, the undersigned, hereby apply for an Import Trade Loan (the "Loan") (<input type="checkbox"/> in Hong Kong Dollar <input type="checkbox"/> in same foreign currency as the Bill) for (currency and amount) _____ for _____ days from the date of your granting the Loan or for the period acceptable to you in respect of payments towards _____ _____ under the Bill(s).</p> <p>We enclose herewith copy(ies) of the Bill(s) for your record.</p> <p>Disposal Instructions of the Loan Proceeds We hereby irrevocably authorise and instruct you to</p> <p><input type="checkbox"/> make a direct payment of the proceeds of the Loan (by <input type="checkbox"/> CHATS <input type="checkbox"/> telegraphic transfer <input type="checkbox"/> Cashier Order) to tax authority/utility provider. <input type="checkbox"/> Others (please specify): _____</p>	
Tax Authority / Utility Provider (name & address):	Remit through intermediary bank & SWIFT code (if any):
Tax Authority / Utility Provider's account with (Bank Name & SWIFT code of Tax Authority / Utility Provider's bank):	Message (to be quoted in the disposal instruction, if any):
Account no. of Tax Authority / Utility Provider (please specify in full details):	Remarks:

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Part B – Instructions (Cont.)

Settlement Instructions of the Loan

- We authorise you to debit Account No. _____ (Currency: _____) on maturity for settlement of the Loan and any interest payable.
- Please settle our liability under the Loan as per our settlement instruction to be given at a later date before maturity.

Part C – Charges

For all relevant fees, charges, costs and expenses, please

- Debit our Account No. _____ (Currency: _____)
- Deduct from Loan Proceeds (i.e. for Tax Authority / Utility Provider's account).

Part D – Terms and Conditions of the Loan and this application

We, the undersigned, agree to be bound by the following terms and conditions:

1. In this application, "you" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes your delegate(s) under this application.
2. This application and the Loan is also subject to the Trade Financing General Agreement, the business terms governing our account(s) and any other agreement(s) previously signed by us and delivered to you (including the latest facility letter in relation to trade transactions and facilities). In case of conflict, the terms of this application shall prevail.
3. The Loan is subject to your overriding right of repayment on demand.
4. We agree to repay you the Loan on demand or on the maturity date of the Loan (whichever is earlier) together with accrued interest at the interest rate stipulated in the relevant facility letter or any other agreement we have entered with you (if any) or otherwise determined by you.
5. We hereby certify that the Loan is requested for our genuine needs, core to our business and related to payment of tax and utilities contributing to our cost of goods sold and that no other financing has been requested from any other person(s) against the Bill(s).
6. We shall on demand pay all the fees and charges in connection with the transaction contemplated in this application. Notwithstanding any instruction(s) stipulated in this application, you are hereby authorised (at any time and at your discretion) to (i) deduct or debit all the relevant fees, charges and any amount owed by us to you from any of our account(s) maintained with you; and/or (ii) convert any amount debited or otherwise received by you or any of our obligation or liability at the prevailing exchange rate determined by you (or any other agreed exchange rate, if any).
7. You shall reserve the right at your absolute discretion to decide whether or not any utilisation may be made under the facility applied by us and to specify the conditions for such utilisation.
8. In this application, any reference to "person" includes a company, partnership or sole proprietorship. If the undersigned includes two or more persons, the obligations and liabilities of these persons shall be joint and several. If the undersigned is a firm or body unincorporate, "the undersigned", "we" or "us" means the sole proprietor or (as the case may be) each of the present and future partners of the firm.
9. Your rights under this application shall be additional and without prejudice to your rights under any other agreements or general law.
10. If we have instructed you to convert the Loan proceeds into RMB (the "**RMB Loan Proceeds**") and instruct you to remit or transfer the RMB Loan Proceeds to any tax authority or utility provider or person in the PRC (the "**PRC Beneficiary**") for settlement of any Bill, in the event that the RMB Loan Proceeds is returned to you for any reason (including as a result of rejection by the relevant authority, the receiving bank or any other person) or any relevant authority or applicable provisions may so require, you are irrevocably authorised and entitled to convert the RMB Loan Proceeds back to the original currency of the Loan at your prevailing buying rate or your original selling rate, whichever is more favourable to you, and may (but is not obliged to) apply the converted sum for settlement of the Loan without notice or our further consent. We fully understand and acknowledge the risks that may be involved in the exchange and conversion back of the RMB Loan Proceeds as aforesaid mentioned (including without limitation the risks of fluctuation of exchange rates) and we shall be solely liable for all losses, damages, costs, expenses, fees and charges resulting therefrom or otherwise in connection therewith.
11. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions in this application.
12. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Authorised Signature(s) and Company Stamp (if applicable)

X _____
Please use signature(s) and stamp filed with the Bank

S.V.

For Bank Use Only

Exchange Rate	Checked by
Limit checking and approved	Approved by
Approved loan period	Date (DD/MM/YY)

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