



Application ☐ L/C Transfer With Document Substitution
 ☐ L/C Transfer Without Document Substitution

To: **Cathay United Bank** (the "Bank" or "you")

Date:

Dear Sir,

Re: Transferable letter of credit No. _____
 Issued on : _____
 Issued by : _____
 for amount : _____

in favor of ourselves (as amended to this date)

We (the "Customer") hereby request and authorize you to transfer all of our rights to draw up to but not exceeding [amount specified below] under the letter of credit to

Advising Bank : _____
Transferee : _____
Address & Tel no. : _____

The above letter of credit is to be transferred in accordance with the same terms and conditions as the original letter of credit specified, with the exceptions of the terms described hereunder.

1. Amount in figures/letters : _____

2. Description & Quantities of merchandise:

3. Latest shipping date : _____ 4. Expiry date: _____

5. Period for Presentation : _____

6. Others : _____

: _____

Please note that your transfer fees and expenses are for ☐ ours ☐ transferee's account. We agree to pay you on demand any expenses incurred by you in connection with the transfer.

☐ Our invoices are to be substituted for the invoices of the transferee and we agree to deliver to you on or before the date on which the transferee's draft and documents are delivered to you, but in no event later than the expiry of the original letter of credit (or the same may be amended), our draft, commercial invoice(s) and any other required documents (the "Customer's Documents") complying with the terms of the original letter of credit (as the same may be amended) and we request you to substitute the Customer's Documents for the transferee's draft(s) and invoice(s). Should we fail in any case to deliver to you the Customer's Documents as above provided or the Customer's Documents are discrepant, you are hereby authorized without notice to, or demand on, us to forward to the issuing bank or confirming bank, if any, the Transferee's draft, invoice and other documents and in such case you shall have no further responsibility to us or to make payment to us of any sum (including, without limitation, the difference between the amount of the transferee's invoice and the amount authorised to be paid under the original letter of credit).

☐ We will not substitute our drafts and invoices for those of the transferee and you may forward to the issuing bank or confirming bank, if any, the transferee's draft, invoice and other documents, without further reference to us. The transferee may also present the documents directly to the issuing bank or confirming bank, if any.

Please notify the transferee through your correspondent / advising bank: _____ (Name of Bank and/or Branch, address. Swift code), if necessary by ☐ mail/airmail or ☐ SWIFT in full ☐ SWIFT briefly, details by airmail.

You are authorised to advise the issuing bank and confirming bank of the L/C, if any, of the details of this transfer.

TERMS AND CONDITIONS:

By this transfer, all our rights in the credit are transferred to the transferee (up to the amount aforesaid) and the transferee shall have the rights as beneficiary thereof, including the rights in relation to any amendments made thereto up to this date. However, it is understood that any amendments made to hereafter are to be advised to us and we shall at that time indicate to you whether or not they are also to be advised to the transferee, and thereby we agree to indemnify you against any consequences that may arise from any delay or omission in our said indication.

Subject to the terms and conditions in this transfer, without responsibility or liability on the part of the Bank, the Bank may forward:

- (1) If no substitution of documents is required, the transferee's documents; or
- (2) If substitution of documents is required, the Customer's Documents and/or the transferee's documents,

to the issuing bank for payment, acceptance or approval at the Bank's sole discretion. We agree and acknowledge that the Bank may effect payment to the Customer and/or to the transferee only upon the Bank's receipt of final payment from the issuing bank or confirming bank, if any. In such circumstances, the Bank is irrevocably authorized to effect payment to the transferee up to the transferred letter of credit amount without reference to the Customer irrespective of discrepancies that may appear on the documents presented by the transferee (all of which, if any, are hereby waived).

We request you to notify the transferee in such form as you deem advisable of this transfer and of the terms and conditions of the letter of credit, including amendment, as transferred. After noting the transfer on the original instrument which we are forwarding to you herewith, kindly return the instrument to us together with a copy of your notification to the transferee.

It is understood that this transfer shall not become effective until you notify the transferee thereof, and no portion of the credit or of any amendments may be re-transferred; further, we agree to indemnify you against all loss, damage and expense of any kind which may be incurred as a direct or indirect result of your acting on these instructions and also agree to pay you in full on demand for any such loss, damage or expense.

We hereby expressly authorize you to, at any time:

- (1) appoint any of your affiliates or branches or any other person (including correspondent, agent or third party contractor) in relation to this transfer and you may delegate any of its powers hereunder to such appointee;
- (2) hold and apply any proceeds or monies received by the Bank for the Customer under or in connection with the transferred letter of credit for discharge of any liabilities owing by the Customer to the Bank in such order and manner as determined by the Bank at its absolute discretion; and
- (3) at your sole discretion, convert any monies received by you under or in connection with the transaction contemplated hereby into such currency as you think fit at the exchange rate determined by you and all costs, charges and any loss on exchange thereby incurred shall be borne by us.

Any and all payments to be made by us under or in connection with this transfer shall be made without setoff or counterclaim, in full, free and clear of and without deduction for any present or future taxes, including but not limited to transaction taxes (including GST, VAT or other similar taxes), levies, imposts (stamp duty, documentary taxes and other excise or property taxes), deductions, charges or withholding taxes, and all liabilities with respect thereto. If we are required by law to make any such deduction or withholding from any and all payments, then such sum payable by us in respect of such deduction or withholding shall be increased to the extent necessary so that the amount due from us is an amount equal to the payment which would have been due had no such deduction or withholding been made or required to be made. We will indemnify you for any of the aforementioned taxes, levies, imposts, deductions, charges or withholdings paid by you.

No failure or delay by the Bank in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to



enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have. The waiver of any provision of this transfer or consent to any departure by the Customer therefrom shall in any event be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the process of any transaction contemplated under this transfer shall not be construed as a waiver of any default, regardless of whether the Bank may have had notice or knowledge of such default at the time. Neither this transfer nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Customer and the Bank. The Bank's consent to any amendment, waiver, or modification does not mean that the Bank shall consent or has consented to any other or subsequent instruction to amend, modify, or waive a term of this transfer or any transaction contemplated under this transfer.

The Customer agrees that the Bank, and its respective employees, officers, directors or agents shall not be liable for incidental, indirect, special, consequential, or punitive losses or damages of any kind (including but not limited to loss of profit), even if they are aware and/or have knowledge of the possibility of the same.

This application to transfer is governed by, and shall be construed in accordance with, the laws of Singapore. We agree to submit to the non-exclusive jurisdiction of the Singapore courts in respect of any proceedings which may be initiated in connection with this application to transfer and the rights and obligations of the parties hereto.

Save as expressly provided to the contrary herein, a person who is not a party to a contract arising from this application has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or to enjoy the benefit of any term of such contract. The Customer agrees that the laws of Singapore shall be the governing law of any contract arising from this Application and hereby irrevocably submits to the non-exclusive jurisdiction of the Singapore courts in respect of any proceedings in relation to such contract. The Customer shall fully indemnify the Bank against all costs and expenses (including legal fees) incurred by the Bank in connection with the enforcement of or the preservation of any rights under such contract, or any corollary/ancillary matter.

THIS TRANSFER OF THE CREDIT UNDER THIS APPLICATION SHALL BE SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AS MOST RECENTLY PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

Company Name:	Customer	
Address:		
Contact No.:	(Specimen Signature / Chop/Seal)	Signature Verification