

Application for Export Financing

To: Cathay United Bank

Date: / /

Company Name			
Invoice Value (Total)		Finance Amount (Total)	
Payment Term	<input type="checkbox"/> L/C <input type="checkbox"/> D/P <input type="checkbox"/> D/A <input type="checkbox"/> O/A	Deposit Account No.	
Expected Financing Tenor	From / /	To / /	(Due date)

- A. The Applicant agrees that when applying to Cathay United Bank Co., Ltd. (the “Bank”) for export financing under L/C, D/A or D/P, the related original documents shall be submitted to and kept by the Bank. The Applicant also agrees that export proceeds from export negotiations/collections handled by the Bank shall be used to repay all advances and other liabilities within the approved advance financing tenor determined by the Bank. In case the foreign importer refuses payment or acceptance, or if any export insurance of the Export-Import Bank of China is voided or any coverage thereunder is excluded, the Applicant agrees to reimburse all advanced principal, interests and related costs upon notice from the Bank, and to waive, to the fullest extent permitted by law, any defense, and that it will not refuse to perform any payment obligation for any reason.
- B. The Applicant agrees that the Bank shall have rights over the documents, goods and payments for goods as collateral for the advances, notes liabilities and all other liabilities, including interests and various relevant costs, borne by the Bank arising from handling the L/C, D/A or D/P. In case the Bank does not receive payment due to a circumstance described in Article A and the Applicant fails to settle liabilities as contracted, the Bank may dispose of the collateralized documents and goods for reimbursement.
- C. The Applicant agrees to pay for all expenses incurred by the Bank where the Bank adopts any necessary measures, including discharge, clearance, storage and insurance, for disposal of collaterals according to the previous paragraph, and further agrees that the Bank may dispose of the collaterals in any way that the Bank deems suitable. The amount received from the disposal shall be reimbursement to the Bank after deducting all costs and commissions.
- D. The Applicant agrees, when applying for O/A export financing, to provide the Bank with evidentiary documents related to the trade concerned, and upon due date of the advance financing tenor determined by the Bank, to settle the advances of principal, interests and all related costs.
- E. If the Applicant requests different currencies between invoice and financing, the Bank reserves the right to accept or reject the application. If the Bank accept such request and the invoice amount, after converted into the currency of financing, received by the Bank is less than the approved finance amount, the Applicant agrees unconditionally to compensate unconditionally and immediately all losses incurred to the Bank in the currency of the export invoice or financing. Unless a conversion rate is otherwise mutually agreed, the aforementioned conversion rate shall be that of equivalent New Taiwan Dollar converted respectively from the buying rate of the currency of invoice and the selling rate of the currency of financing in accordance with the applicable buying/selling rate in the spot exchange posted by the Bank at the time of transaction. The Applicant declares and warrants to the Bank that, with respect to the export financing contemplated by this application, the Applicant has not applied to the Bank or any other bank for securing any other financing or guarantee from any transaction relating to the export invoice or other relevant trade documents, and that the invoice, purchase order or any other similar document presented by the Applicant to the Bank for this export financing represents the true and actual transaction, delivery of goods, and/or provision of services. In addition, this transaction is not a related party transaction.
- F. The Applicant agrees to abide by the latest version of the “Uniform Customs and Practice for Documentary Credits” (UCP) and the “Uniform Rules for Collections” (URC) published by the International Chamber of Commerce (ICC).
- G. The Applicant agrees this Application shall be governed by the laws of the Republic of China. Any disputes arising from this application shall be brought to the Taiwan Taipei District Court, unless the law provides special provisions for exclusive jurisdiction.

Applicant

(Specimen Signature Seal/Chop)

(To be completed by the Bank)

Loan Agreement No.	
Approved Finance Amount (Total)	
Approved Finance Tenor	
Finance Interest Rate	
Other Terms	

Manager:

Supervisor:

Handling Officer:

Facility approved by: