



Invoice Financing (Sales)

All information is required unless stated.

Date: / /

Your Company Details

Company Name and Address

Contact Person

Contact Number Fax Number

Loan Details

Currency Invoice Amount Loan Durations days

Loan Amount Request loan amount in another currency

Foreign Exchange (FX) to be used Bank's Prevailing FX Rate

FX Contract

Rate	Dealer Name	FX Contract no.	Amount
<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>
<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>	<input style="width: 100%; height: 15px;" type="text"/>

Description of merchandise

Sale made against

LC Issuing Bank

LC Number

LC Expire date

LC Amount

Payment instructions to the CB Bank for the proceed

Credit A/C No. Use them to repay outstanding loans

Who should pay all charges and interest?

A/C No.

Any Additional /nstructions

Authorised Signature(s)

By signing this application, you confirm that you have read, understood and agreed to be bound by the Terms and Conditions for Invoice Financing(sales) Processing. You authorise us to charge all bank charges to your account.

For Bank Use only

Signature Verified By	Prepared By	Reference Number	Approved By
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
			Branch Code <input style="width: 80px; height: 15px;" type="text"/>

Terms and Conditions for Invoice Financing (Sales) (the "Agreement")

- 1 We confirm that the invoice/ s have not been paid by the customers to date, that they have not been assigned to or in favour of any person nor have we agreed to do so. We further confirm that we have not and will not obtain any other financing pertaining to the underlying transaction. We declare that the underlying trade transaction is genuine.
- 2 We undertake to indemnify the Bank in full and keep the Bank indemnified in full against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank granting Invoice Financing to us howsoever, including without limitation, all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under or in connection with this Agreement.
- 3 In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law or contract, the Bank may at any time at the Bank's discretion and without notice to us earmark, debit, set off or transfer any sum or sums standing to the credit of our account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of the Invoice Financing. Any and all currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.
- 4 We also irrevocably and unconditionally undertake and agree that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks), they shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of the Agreement and the transactions contemplated thereunder.
- 5 Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.
- 6 We irrevocably consent to the disclosure by the Bank, the Bank's officers and agents, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposit with the Bank to (i) the Bank's head office, any of the Bank's representatives, documents checking and processing centres and branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to our facilities, (iv) any guarantors, third party pledgors or security providers and the Bank's agents and independent contractors, (v) any insurers with whom cover is taken out in connection with our application, and (vi) any third party for use in connection with the provision of Bank's products or services.
- 7 Each of the provisions of this Agreement shall be several and distinct from one another. If any one or more of the provisions contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of each of the remaining provisions contained herein shall not in any way be affected, prejudiced or impaired thereby.
- 8 A person who is not a party to the Agreement has no right under the Contracts to enforce any of the terms and conditions herein.
- 9 This Agreement shall be governed by and construed in accordance with the laws of the Union Of Myanmar. We agree to submit to the non-exclusive jurisdiction of the courts in Myanmar in respect of any disputes arising out of or in connection with this Agreement. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Bank in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against the Bank, we agree that Myanmar Courts shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this Agreement. We agree to waive and do so waive any right vested on us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.