

To: **The Hongkong and Shanghai Banking Corporation Limited
Maldives**

Note to Customers:
*This application form consists of 2 pages.
 Transaction will only be processed upon
 submission of all the relevant pages.*

1. Please mark ("X") where applicable.
2. Please use separate blank sheet if space is not enough.

Date	day/month/year

IMPORT LOAN APPLICATION FORM

Name of Applicant		
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<input type="checkbox"/> Loan <input type="checkbox"/> Bill *	Currency and Amount	Loan Tenor (Days)
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We hereby apply for an import loan (the "Import Loan") for loan amount/ equivalent of the Bill amount and for the loan tenor specified above in respect of,

our payment obligation under Documentary Credit/Documentary Collection.
 Please use the proceeds of the Import Loan to settle our liabilities in connection with Bill number _____

* Foreign currency Bill settlements through Local currency Loans:
 Please settle the above Bill at current selling rate / at _____ by granting an import loan for equivalent amount.

(For Bills drawn under Documentary Credit) We hereby accept the discrepancies (if any) listed on the attached advice relating to the drawing under the Documentary Credit Number _____

goods delivered and/or services provided to us, under invoice(s) (each an "Invoice").

We enclose the Invoice(s) each duly certified by us (together with copies of the related transport documents) for your record.

Please credit proceeds to our A/C number _____ subsequent to payment being effected through our account to the respective seller.

tax payment made on account of imports made by us.

We enclose documents evidencing our tax obligation together with related Invoice(s) and copies of transport documents, for your record. Please credit proceeds to our A/C number _____ subsequent to payment being effected through our account to relevant authorities.

We hereby also certify that (i) the financing requested under this application is for a genuine trading transaction for our purchase of the goods and/or services; and (ii) no other finance has been or will be requested or obtained from any other financial institution against or in respect of the relevant goods and/or services and/or any Invoice.

At Import Loan maturity:

Please debit our account no. _____ the principle amount, accrued interest and charges under this Import Loan.

Please settle our liabilities under the Import Loan in accordance with our written settlement instructions to be given at a later date, before maturity.

Import Account Number	We have read and understood the Terms and Conditions overleaf and we agree to be bound by such Terms and Conditions.
Name of Contact Person	
Contact Telephone Number	

X Authorised Signature(s) and Company Stamp (If applicable) Date : (DD/MM/YYYY) S.V.

For Bank Use Only	Loan Number	Related reference	Checked by	Approved By	Due Date	Date
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Terms and Conditions

1. This application is subject to the latest facility letter issued by The Hongkong and Shanghai Banking Corporation Limited (the "Bank, which expression shall include its successors and assigns) to the applicant of this application (the "Customer") in relation to the Import Loan, the General Security Agreement Relating to Goods, the Trade Financing General Agreement, the business terms governing the Customer's accounts(s) and any other agreements(s) previously signed by the Customer and delivered to the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Clean Import Loan is subject to the Bank's overriding right of repayment on demand.
3. The Customer agrees to repay the Bank on demand or on the maturity date of the Import Loan (whichever is earlier) together with accrued interest at the interest rate stipulated in the relevant facility letter or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank.
4. The Customer 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, the Bank is hereby authorized (at any time and at its discretion) to (i) deduct or debit all the relevant fees, charges and any amount owed by the Customer to the Bank from any of the Customer's account(s) maintained with the Bank; and/or (ii) convert any amount debited or otherwise received by the Bank or any obligation or liability of the Customer at the prevailing exchange rate determined by the Bank (or any other agreed exchange rate, if any).
5. The documents presented under the Documentary Credit or documentary collection transaction referred to in this application (the "**Documents**") and the goods to which the Documents relate (the "**Goods**") are and will continue to be pledged to the Bank as a continuing security. The Goods and the Documents are released to the Customer exclusively for the purpose of taking delivery of and selling the Goods and the Customer shall pay the sales proceeds of the Goods to the Bank immediately upon receipt without set-off or any deduction. The Customer will hold the Documents, the Goods and their sales proceeds in trust for the Bank, in the Bank's name and solely to the Bank's order, and shall keep them separate from any other documents, goods or proceeds. The Bank may at any time and at the Bank's discretion take possession of, sell or otherwise deal with the Documents, Goods and/or proceeds in such manner as the Bank may consider appropriate.
6. The HSBC Group, including the Bank, follows (i) the legal requirements of the United Nations, the European Union, the United Kingdom, the United States of America and all other jurisdictions that it operates in (collectively referred to as the "**Applicable Laws**"); and (ii) all regulations, sanction regimes, international guidance or procedures of relevant regulatory or industry body that may be applicable to the HSBC Group or any of its members (collectively, the "**Compliance Rules**").

The Bank may take or omit to take any action or may instruct (or be instructed by) any other member of the HSBC Group to take or to omit to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take (a "**Compliance Action**") for the purpose of complying with its group policies, Applicable Laws and Compliance Rules, including preventing money laundering, terrorist financing or other crimes or the provision of financial and other services to any persons or entities or countries which may be subject to sanctions (each such person or entity is referred to as a "**Sanctioned Party**" and each such country is referred to as a "**Sanctioned Country**"). Such Compliance Action may include without limitation:

- (a) declining this application or refusing to handle or process, or refusing to effect payment in connection with, any transaction contemplated in this application on the ground of, or as a result of, a Compliance Action;
- (b) (if the Bank becomes aware that any payment made to or at the request of the Customer contravenes the Compliance Rules or Applicable Laws) immediately recouping such payment from the Customer, irrespective of any other contrary agreement with the Customer;
- (c) the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and
- (d) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party and whether a transaction involves a Sanctioned Country.

Neither the Bank nor any member of the HSBC Group will be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by the Customer or any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any payment messages or other information or communication or any request from the Customer, or in performing any of its duties or other obligations in connection with any transaction, caused in whole or in part by any Compliance Action; or
- (ii) the exercise of any of the Bank's rights under or any action taken or omission made by the Bank pursuant to this clause.

Neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's system relating to the Applicable Laws, Compliance Rules or any Sanctioned Party or Sanctioned Country is accurate, complete and up-to-date.

7. If the Customer includes two or more persons, the obligations and liabilities of these persons under this application shall be joint and several.
8. The Customer agrees that this application is governed by and shall be construed in accordance with the laws of Maldives and the Customer agrees to submit to the non-exclusive jurisdiction of the courts of Maldives