

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.

**REQUEST FOR PARTIAL TRANSFER OF DOCUMENTARY CREDIT
(WITHOUT SUBSTITUTION OF DOCUMENTS)**

Original Documentary Credit information							
Original Documentary Credit Number		Issued by (Bank Name)		Date of Issuance			
Currency & Amount		Latest Shipment date		Expiry Date			
First Beneficiary / Transferor Name				Export Account No.			
Contact Person (Name)		Contact Person (Telephone)		Date (DD/MMM/YYYY)			
Transfer Documentary Credit Information							
Second Beneficiary / Transferee Name and Address				Contact Person (Name)			
				Contact Person (Telephone)			
Advise Transferee by <input type="checkbox"/> Full Teletransmission <input type="checkbox"/> Courier <input type="checkbox"/> Courier with Brief Teletransmission <input type="checkbox"/> Collection at Counter							
Currency & Amount in Figures			Currency & Amount in Words				
Latest Shipment Date		Expiry Date	Quantity and Unit Price of Goods (if any)		Period for Presentation (in days)		
Special Instructions (if any)			Insurance cover (if any)				
Charges							
Documentary Credit Transfer Commission for account of		Transferee <input type="checkbox"/>	Transferor <input type="checkbox"/>	Documentary Credit Issuing Bank's charges on account of		Transferee <input type="checkbox"/>	Transferor <input type="checkbox"/>
Transfer DC Advising Commission & Transferee's bank charges		Transferee <input type="checkbox"/>	Transferor <input type="checkbox"/>	Transit Interest Charge (if any) paid by		Transferee <input type="checkbox"/>	Transferor <input type="checkbox"/>
Transferring Bank charges for account of		Transferee <input type="checkbox"/>	Transferor <input type="checkbox"/>	Please debit Documentary Credit Transfer Commission, Advising expenses and other charges to our account no.			
<p>We (the Transferor and beneficiary of the original Documentary Credit) hereby request you to and authorise you to transfer the above mentioned Documentary Credit to the Transferee in accordance with the above instructions. We irrevocably retain the right to refuse to allow you to advise amendments of the Documentary Credit to the Transferee. However future amendments to the original Documentary Credit except increase of Documentary Credit amount, quantity of goods, and extension of shipment and expiry date may be notified to the Transferee without our prior consent. Your original advice of the Documentary Credit (together with all amendments, if any) is returned to you herewith and we shall be glad if you will notify the Transferee at our expense.</p> <p>We have read and understood the Terms and Conditions set out overleaf and agree to be bound by such Terms and Conditions</p>						For Bank Use Only	
						Transaction Reference No	
						Advising Bank Code	
						Checked By	
X Authorised Signature(s) and Company Stamp (If applicable)				Date (DD/MMM/YYYY)		<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;"> s.v. </div>	

Terms and Conditions

1. Except so far as otherwise expressly stated, this request and the transferred Documentary Credit are subject to Uniform Customs and Practice for Documentary Credits of International Chamber of Commerce to which the Documentary Credit is subject. This request is also subject to the General Security Agreement Relating to Goods, the Trade Financing General Agreement, the business terms governing the Transferor's account(s) and other agreements, if any, previously signed by the Transferor and delivered to The Hongkong and Shanghai Banking Corporation Limited (the "**Bank**", which expression shall include its successors and assigns). In case of conflict, the terms of this request shall prevail.
2. The Bank may send the documents received by the Bank from the Transferee directly to the issuing bank or confirming bank, if any, without further reference to the Transferor. The Transferee may also present the documents directly to the issuing bank.
3. Subject to the terms and conditions herein, all the Transferor's rights in the Documentary Credit are transferred to the Transferee and the Transferee shall (up to the transfer amount) have the sole rights as the beneficiary of the Documentary Credit.
4. The Bank is authorised to advise the Documentary Credit issuing bank and confirming bank, if any, of the details of this transfer.
5. The Transferor undertakes to indemnify the Bank and the Bank's delegate(s) on demand against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees on a full indemnity basis), proceedings or actions which the Bank and the Bank's delegate(s) may suffer or incur in connection with the provision of any financing or services to the Transferor or otherwise in connection with or as a result of effecting the transfer of the Documentary Credit.
6. Neither the Bank nor the Bank's correspondents shall be responsible for the description, quantity, quality or value of the merchandise shipped under the transferred Documentary Credit, nor for the correctness, genuineness or validity of the documents, nor for any other cause beyond the Bank's or the correspondents' control.
7. 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 request or refusing to handle or process, or refusing to effect payment in connection with, any transaction contemplated in this request 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 Transferor contravenes the Compliance Rules) immediately recouping such payment from the Transferor, irrespective of any other contrary agreement with the Transferor;
- (c) the interception and investigation of any payment messages and other information or communications sent to or by the Transferor or on the Transferor'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 Transferor 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 Transferor, 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.

8. If the Transferor includes two or more persons, the obligations and liabilities of such persons under this request shall be joint and several.
9. This request is governed by and shall be construed in accordance with the laws of Maldives and the Transferor agrees to submit to the non-exclusive jurisdiction of the courts of Maldives