

APPLICATION FOR NEGOTIATION/DISCOUNT WITHOUT RECOURSE

TO : CAMBODIAN COMMERCIAL BANK PUBLICLIMITED (the "Bank")

DATE / /

Dear Sirs,

Re : Our Draft / Invoice No. : _____ For the amount of _____
 (_____)

We hereby request and instruct the Bank to dispose of the enclosed draft(s) and/or document(s) described below for the following purpose where marked "✓".

- Negotiate the enclosed bill
 Discount the enclosed bill

DRAWN UNDER LETTER OF CREDIT	NO. : _____ issued by _____
Original Letter of Credit (L/C)	<input type="checkbox"/> At the Bank's counter <input type="checkbox"/> Attached

DRAWN UNDER BILLS FOR COLLECTION	Tenor : _____
Collecting Bank full name & address : _____	
Drawee/Buyer full name & address : _____	

- | | | |
|---|---|---|
| <input type="checkbox"/> Deliver Documents Against Payment (D/P) | <input type="checkbox"/> Advise Non-Payment / Non-Acceptance by Telecommunication | <input type="checkbox"/> Protest for Non-Payment / Non-Acceptance at our expense |
| <input type="checkbox"/> Deliver Documents Against Acceptance (D/A) | <input type="checkbox"/> Do not waive charges/interest by drawee | <input type="checkbox"/> Payment may be deferred until arrival of goods |
| <input type="checkbox"/> All charges for account of Drawee | <input type="checkbox"/> Advise Acceptance & Maturity Date by Telex/Airmail/Telecommunication | <input type="checkbox"/> Collect interest as stated on the draft |
| <input type="checkbox"/> Collect interest at _____ % P.A. (360 / 365 days) after first presentation / maturity <input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> till payment | | |
| <input type="checkbox"/> In case of need : name _____ | <input type="checkbox"/> Who is authorized only to obtain honouring of draft as drawn | <input type="checkbox"/> Who is authorized to give instructions which are to be followed in every respect |
| <input type="checkbox"/> Other Instructions : _____ | | |

LIST OF DOCUMENTS ENCLOSED (Please type the number of documents attached in the following boxes)

Draft	Bill of Lading		Invoice	Insurance Policy	Air Waybill	Parcel post Receipt	Packing List	Weight List	Beneficiary Certificate	Certificate of Origin	Inspection Certificate	A	B	C	D	E	F	G	H
	Original	Non-Nego.																	
A : _____ B : _____ C : _____ D : _____																			
E : _____ F : _____ G : _____ H : _____																			

DISPOSITION OF PROCEEDS

- Credit our account No. : _____ with your Head Office or Branch _____ after deducting your charges
 Apply proceeds to our export loan Packing Credit No. : _____ the remaining (if any) please credit our account as above.
 Forward contract No. : _____ Exchange rate : _____
 Other Instructions : _____

If there are any questions, please contact : _____ at Tel. No. : _____

TERMS AND CONDITIONS

- The following terms and conditions apply to instructions and services set out above in this Application for Negotiation/Discount Without Recourse (the "Application") to which the Bank and we agree:
- Any processing of drafts and/or documents drawn under, relating to or for the purpose of Bills for Collection (DA, DP) shall be subject to the latest revised version of the Uniform Rules for Collection, International Chamber of Commerce Publication, which is in force as of the date of this Application ("URC").
 - Any processing of drafts, letters of credit and/or documents drawn under or relating to letters of credit shall be subject to the version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication ("UCP"), stated in such letters of credit, or in the absence of such version being so stated, the latest revised version of the UCP which is in force as of the date of this Application.
 - Any processing of drafts, letters of credit and/or documents under this Application is done on a "without recourse" basis to us.
 - This Application is irrevocable unless otherwise allowed or instructed by the Bank.
 - We further undertake to hold the Bank free and harmless from and against any or all expenses, losses and damages howsoever incurred and/or may be incurred to the Bank in consequence of the Bank's negotiation, discount, collection and/or otherwise processing of drafts, letters of credit and/or documents and to fully indemnify the Bank immediately upon the Bank's demand of payment of such expenses, losses, and damages.
 - We hereby authorize the Bank at the Bank's discretion to debit (without prior notice to us) our accounts with the Bank all charges, damages, fees and expenses due to the Bank under or in connection with negotiation, discount, collection and/or otherwise processing under this Application and any amount outstanding to our credit may be so applied to reduce our liability or indebtedness to the Bank under or in respect of this Application. This Application will serve as our permission and the Bank's authority to charge our accounts with KHR or USD equivalent amounts of drafts, letters of credit and/or documents at the then prevailing bank's selling rate for these purposes.
 - We agree that if the Bank's provision of any international trade or money transfer transaction service (including any negotiation and discount under this Application) be prohibited or any asset or money relating to such trade or service be frozen, confiscated, seized or attached by any competent authority of any country over which the Bank has no control, the Bank shall not be liable for any damage, loss or cost we may incur as a result thereof and the Bank shall not be required to refund or return such asset or amount of money to us whatsoever.
 - This Application between the Bank and us shall be governed and construed in accordance with the laws of the Kingdom of Cambodia.

Yours faithfully,

 (_____)
Authorized Signature(s) and Company Seal (if any)