



1. Date:

To: (The Customer) (Enter Customer Details)

Forfaiting Offer and Agreement

From: The Hongkong and Shanghai Banking Corporation Limited, Bangkok Branch ("HSBC")

2.1 Bill/Documentary Credit No. <input type="text"/> 2.2 Bill Due Date / Documentary Credit Expiry Date D D M M Y Y Y Y	3. Export Account No (if known) <input type="text"/>
4. Issuing Bank / Confirming Bank / Avalising Bank / Co-accepting Bank <input type="text"/>	5. DC Applicant / Drawee Name and Address <input type="text"/>
6.1 Currency of Bill / Documentary Credit <input type="text"/> 6.2 Amount of Bill / Documentary Credit <input type="text"/> 6.3 Financing Amount of the Bill / Documentary Credit <input type="text"/>	7.1 Fees and Charges <input type="text"/> 7.2 Interest <input type="text"/>
8. Additional Comments <input type="text"/>	

Subject to your request, HSBC hereby agrees to forfeit on a non-recourse basis the above referenced Documentary Credit and/or Documents which are accepted, confirmed or avalised (co-accepted) by the issuing bank, confirming bank, avalising bank, drawee, drawee's bank, or obligor, as applicable. Such forfaiting is subject to the following terms and conditions (the "Agreement"):

1. HSBC's Standard Trade Terms, as amended from time to time, (the "Standard Trade Terms") are incorporated into this Agreement and form part of it as though they were set out in full in this Agreement, Terms defined in the Standard Trade Terms have the same meanings when used in this Agreement (unless they are otherwise defined in this Agreement) "Finance" and "Trade Service", as defined in the Standard Trade Terms, include forfaiting. The Standard Trade Terms can be accessed, read and printed at www.gbm.hsbc.com/gtrfstt
2. The Customer will deliver to HSBC a true, correct and complete original of any Documentary Credit or Document, including any amendments thereto, together with the relevant acceptance, confirmation or avalisation (co-acceptance) at HSBC's counters located at HSBC or at such other office designated by HSBC.
3. The Customer will not, without HSBC's prior written consent, amend or otherwise change the above referenced Documentary Credit or Document and the Customer shall not assign, transfer or otherwise dispose of the Customer's rights under the Documentary Credit or Document to any person other than HSBC.

4. The Customer represents that its shipment of the underlying goods or the delivery of services which are the subject of the Documentary Credit and/or the Document is in compliance with the quality, purpose and description under the terms of its commercial contract with the buyer (being the applicant of the above-referenced Documentary Credit and/or the drawee of the above-referenced Document), and that it has discharged its obligations as the seller under the sales contract with the buyer.
5. If HSBC has forfeited the Documentary Credit or the Document and payment in full or part is not received by HSBC (or cannot be accepted by HSBC) from the relevant bank, drawee or obligor (as applicable), the Customer is required to reimburse HSBC for amounts not received if the nonpayment is due to a Recourse Event (as defined below) and the Customer shall reimburse and indemnify HSBC for any Loss or damage suffered by HSBC as a result of the non-payment.
6. For the purposes of the forfeiting provided under this Agreement, **"Recourse Event"** means:
 - a. any misrepresentation, alleged or actual fraud, illegality or unauthorized act of the Customer and /or any other party to the Trade Transaction;
 - b. any alleged or actual invalidity, non-compliance or unenforceability of the Documentary Credit, or Documents or Trade Transaction(as applicable); or
 - c. any law, regulation or Sanctions which restrict any payment (whether to or from HSBC).
7. HSBC may deduct the interest, fees and charges related to the forfeiting from the Customer account specified herein, or any other account which the Customer holds at HSBC.
8. HSBC reserves the right to amend or fully withdraw this offer and agreement within ten (10) business days from the date set out below, if the Customer has not signed this Agreement or has not delivered to HSBC the Documentary Credit or Documents as required in this Agreement.

By signing this Agreement, the Customer:

- a. irrevocably requests HSBC to provide the above Trade Service in accordance with the terms herein;
- b. confirms this it has read and understood the Standard Trade Terms and agrees that this Agreement incorporates the Standard Trade Terms and that the Standard Trade Terms apply to the requested Trade Service; and
- c. unconditionally and irrevocably assigns or transfers absolutely to HSBC all of its rights, title and interest in the Document; and/or unconditionally and irrevocably assigns or transfers absolutely to HSBC all of its payment rights in the Documentary Credit.

Date: _____

Issued on behalf of The Hongkong and Shanghai Banking Corporation Limited, Bangkok Branch ("HSBC")

Name: _____

Position: _____

Accepted and Agreed by:

Name: _____

Position: _____