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REVERSE FACTORING Risks, mitigants and examples

November 2021



Risk for banks declines as we progress down the SCF value chain

	RISK FOR BANK		
	P U R C H A S E O R D E R	UNAPPROVED INVOICES	A P P R O V E D I N V O I C E S
	Bank provides loan to supplier against a PO	Bank provides loan to supplier against an unapproved invoice	Bank purchases invoices previously approved by buyer and provides financing
RISKS	 Three types of risks are present: performance risk of supplier, default risk of supplier and dilution risk of buyer Recourse is only to supplier 	 Lower fraud and performance risk Dilution risk still present as buyer may reject invoices Recourse typically still to supplier, as invoices have not been unconditionally approved by buyer payable service agreement 	 Fraud, dilution and performance risks are lower as risk shifts to credit-worthy buyer Recourse to buyer based on the IPU (irrevocable payment undertaking), without any recourse to suppliers



Measuring risks in reverse factoring



- Concentration risk on buyer, segment or industry.
- Payment terms (reputational)
- Consistency between files and real documents
- Dilution on approved invoices
- Non-payment
- Collusion with suppliers (fake invoices), related companies



- KYC/AML procedures and reviews
- Sale and assignment perfection
- Double financing
- Lack of authorization in signature
- Bank Account ownership
- Concentration of program limit on few suppliers



- KYC CDD Compliance challenges
- Claw-backs Insolvency Laws not protecting
- Improper enforcement laws for ABL
- Basel III implementation
- Data and Cross-border finance

- Insurance (under Basel III)
- Fix permitted payment terms at agreement
- Do random checks, add waivers
- Set rules to accept credit notes, monitor against segmentation data.
- Grace period, penalty fee and link to overdraft.
- KYC and due diligence, include prohibitions.

- Simple **"onboarding journey"** including KYCs, but post transaction monitoring.
- Waivers in legal agreements, tight up with Buyer's agreement.
- Avoid accepting changes in payment account
- Control not only buyer but supplier limits.

- Help the industry, help yourself
- Education.
- Develop a risk-aware culture accoss bank
- Transparent reporting

Proactive risk mitigation begins at the very foundation of your supply chain finance program: its design.



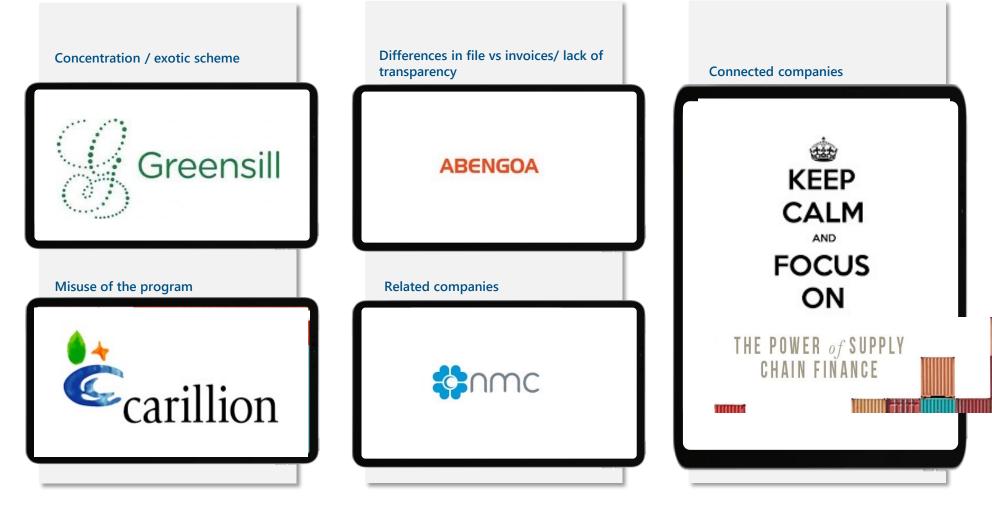
Mitigants

Risks



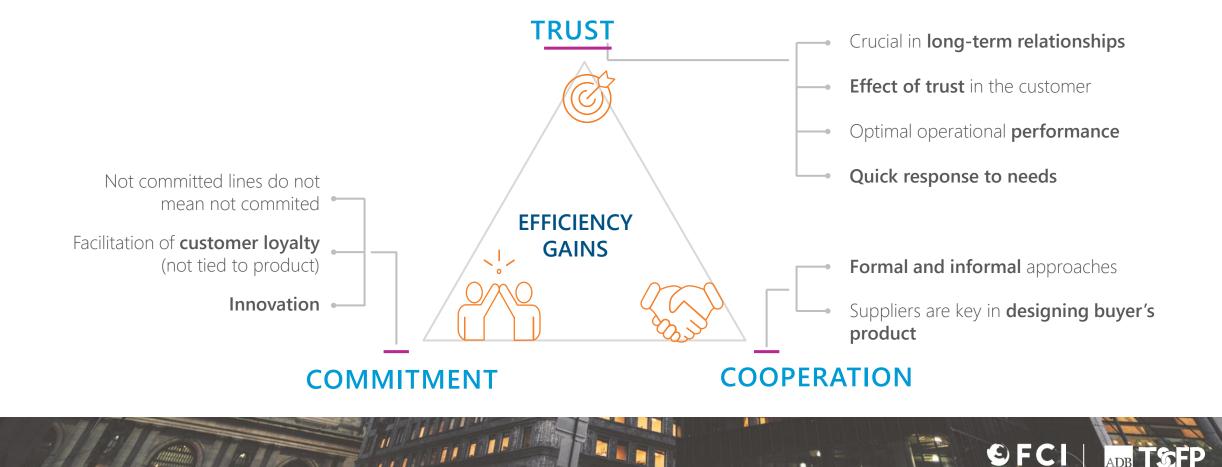
Reverse Factoring's black sheep

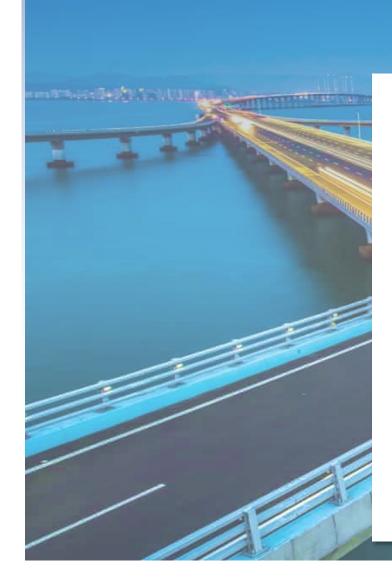
When trouble appears is when RF is made to do things it isn't designed to do or when it is used to cover a more exotic scheme.





Supply Chain's strategic perspective





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