To: Standard Chartered Bank (China) Limited ­ Click or tap here to enter text. Branch

Application for Negotiation/Discounting of Export Bills with Limited Recourse

We hereby deliver the documents under the following letters of credit (“**L/Cs**”) to your bank and warrant that all transactions and documents under such L/Cs are legal, authentic and valid. Please negotiate and/or discount the bills under such L/Cs on limited recourse basis and deduct the applicable foreign or domestic bank charges prior to disbursing the proceeds to us. If the actual foreign or domestic bank charges exceed the advance deducted charges, we will unconditionally reimburse your bank the shortfall amount.

Your bank may reserve your right of recourse against us under any of the following circumstances:

(1) Your bank has suffered any loss due to our non-performance of any term under this Application;

(2) The issuing bank, accepting bank or payer bank refuses or is unable to pay the relevant sum when due to your bank due to:

(a) any fraudulent, illegal, inappropriate or unauthorized action under the underlying transaction of the L/Cs or any document or bill under the L/Cs is faked or counterfeited (or any such circumstances as alleged by the issuing bank, accepting bank or payer bank); or

 (b) any injunction (including temporary injunction and final injunction) or any other order issued by any court for any reason prohibiting payment of such sum (whether later released or not); or

(3) We receive from any third party other than your bank all or any portion of the sum under this Application for any reason (in which case we shall be deemed to receive and hold such sum for your bank’s full benefit and on your bank’s behalf and shall dispose of such sum according to your bank’s instruction).

Under any of the foregoing circumstances, we shall within three working days following your bank’s demand on us for repaying relevant sum repay the following sums according to your bank’s demand: all or any portion of the amount advanced or prepaid and/or discounted by your bank; all losses incurred by your bank due to failure to receive the sums on time, including without limitation interest loss, bank charges, legal fees and other costs. After making the foregoing demand, your bank shall have the right to deduct such sum from any account opened by us with any branches or affiliates of your bank at any time.

We confirm the LC applicant is

[ ]  a Related Party[[1]](#footnote-1)

[ ]  not a Related Party1

We undertake that the finance proceeds under this application (i) shall not be invested in real properties, equity, securities or other relevant investment areas；(ii) can only be used for working capital purpose in line with his business license; and (iii) shall not be pledged in form of cash pledge or margin deposit to secure any finance with the Bank or other financial institutions.

In addition, we acknowledge (i) we have read and agrees to the tariff table (including any amendment from time to time) published by your bank in your official website, in particular the fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application; and (ii) we have received and agreed to the latest fee charge item/standard in relation to the

transaction to be contemplated and the service provided under this Application as provided by your bank via email or otherwise in writing.

For any matter that is not specified in this Application, the General Customer Agreement (GCA), Standard Terms, General Trade Terms, Global Master Trade Terms, and the Trade Service Supplement - Export Financing entered into between us and your bank shall apply and Standard Terms and Global Master Trade Terms and General Trade Terms and the Trade Service Supplement shall prevail if we execute all above mentioned documents.

Invoice No. L/C No. Sum (currency & amount)

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| --- | --- | --- |
| Insert Invoice No. | Insert L/C No. | Insert Currency & amount Sum |
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Payment Order:

Please effect payment in original currency (Click or tap here to enter text. ) or CNY (Click or tap here to enter text. )

 to Account Bank: Click or tap here to enter text.

Account No.: Click or tap here to enter text.

Our Contact Person：［name］

　　　　　　 ［email］

　　　　　　 ［Tel］

 (Company chop and signature)

 Date: Click or tap to enter a date.

1. A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Applicant, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. “Control” means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “Controlled” by the first person. [↑](#footnote-ref-1)