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

Application for Negotiation/Discounting of Export Bills with recourse

We hereby deliver the documents under the following letters of credit (“**L/C**s”) to your bank and warrant that all transactions and documents under such L/Cs are legal, authentic and valid.

Pursuant to the Banking Facility Letter entered into between us and your bank dated [ Click to enter a date. ], we hereby request your bank to negotiate and/or discount the documents under such L/Cs notwithstanding the existing discrepancies or any other discrepancies identified by the issuing bank of such L/Cs (the “**issuing bank**”) in any documents under such L/Cs, and the applicable foreign or domestic bank charges should be deducted from the negotiation and/or discounting proceeds.

We hereby irrevocably and unconditionally undertake with your bank that (a) your bank should have the right of recourse against us in respect of any liabilities, losses, damages, charges, costs and expenses of any nature (including bank charges, legal fees and other costs) (the “**Losses**”) that your bank and/or any of your bank’s agents may incur or pay for negotiating and/or discounting the bills under such L/Cs due to whatever reason, including without limitation any non-acceptance of or non-payment (whether in full or partial) under such L/Cs by the issuing bank or any discrepancies or non-conformity in any document under such L/C, and (b) we will indemnify you on demand any and all such Losses together with all interests, costs and expenses related thereto. 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 following documents shall apply: (a) the Indemnity entered into between us and your bank relating to this Application dated [ Click to enter a date. ], (b) the General Customer Agreement, Standard Terms, General Trade Terms, Global Master Trade Terms, and the Trade Service Supplement - Export Financing entered into between us and your bank and Standard Terms and General Trade Terms and Global Master Trade Terms and the Trade Service Supplement shall prevail if we execute all above mentioned documents, and (c) the Banking Facility Letter above mentioned.

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| Insert invoice No. | Insert L/C NO. | Insert Sum. |
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Invoice No. L/C No. Sum (currency and amount)

Payment Order:

Please effect payment of original currency ( Click or tap here to enter currency and amount. ) or CNY ( Click or tap here to enter amount. ) 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 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)