

## Terms and Conditions for the Application for Transferring Letter of Credit

1.
  - a. If no substitution of documents is required, you may send the documents received by you from the Second Beneficiary directly to the issuing bank or confirming bank, if any, without further reference to us. The Second Beneficiary may also present the documents directly to the issuing bank.
  - b. If substitution of documents is required, we shall deliver to you our draft(s), invoice(s) and any other required documents ("**Documents**") within 3 banking days from the date you send us an advice of substitution of documents. If we fail to do so, you are authorized to forward the Second Beneficiary's invoices, draft(s) and other documents to the issuing bank or confirming bank, if any, without any responsibility or liability on your part.
  - c. Subject to the above, all our rights in the DC are transferred to the Second Beneficiary and the Second Beneficiary shall (up to the transfer amount) have the sole rights as the beneficiary of the DC.
  - d. Without any responsibility or liability on your part, you may forward the Documents, together with the Second Beneficiary's documents, to the issuing bank for payment, acceptance or approval at your sole discretion. We agree and acknowledge that you may effect payment to us and/or to the Second Beneficiary only upon your receipt of final payment from the issuing bank or confirming bank, if any. In such circumstances, you are irrevocably authorized to effect payment to the Second Beneficiary without reference to us irrespective of discrepancies that may appear on the documents presented by the Second Beneficiary (all of which, if any, are hereby waived).
  - e. We understand that you have no obligation to negotiate the presented documents and/or provide any prepayment, purchase or financing under the DC. However, if any request for financing is accepted by you, it is subject to full recourse against us (up to the full amount effected to us and the Second Beneficiary) plus interest irrespective of any reasons that the issuing bank or confirming bank, if any, may refuse to effect payment under the DC.
  - f. We further agree that you are not obligated to examine the documents presented by us or by the Second Beneficiary. Any examination of documents, if performed, is without prejudice to your right to effect payment only upon receipt of final payment from the issuing or confirming bank, if any.
2. We undertake to indemnify you and your delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you and your delegate(s) may suffer or incur in connection with the provision of any financing or services to us or otherwise in connection with or as a result of effecting this transfer of DC.
3. This application is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce to which the DC is subject, the Trade Finance Security Assignment and the Standard Terms for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to you by us. In case of conflict, terms of this application shall prevail.
4. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.