

Terms and Conditions for the Application for Bank / Performance Guarantee or Bond

1. This application and the Guarantee or Bond to be issued are subject to the Trade Finance Security Assignment, Standard Terms for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to United Overseas Bank Limited (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Applicant agrees that the Bank may, at its sole discretion and without reference to or consent from the Applicant, amend the terms and conditions of the Guarantee or Bond stated in this application and/or insert additional terms and conditions into the Guarantee or Bond as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the Guarantee or Bond.
3. The liabilities of the Applicant to the Bank shall not be discharged until the original Guarantee and/or Bond is returned to the Bank.
4. If the Applicant instructs the Bank to permit T/T reimbursement, the Bank is irrevocably authorized to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents. The Applicant shall bear all the relevant risks (including non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the Guarantee or Bond.
5. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the Guarantee or Bond; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Guarantee or Bond relates and obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues.
6. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the Guarantee or Bond.
7. Any action taken or omitted by the Bank or by any of its correspondents or agents under or in connection with the Guarantee or Bond shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant.
8. The Applicant agrees and undertakes to examine the customer copy of the Guarantee or Bond issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the Guarantee or Bond within 5 banking days after the customer copy of the Guarantee, Bond or subsequent amendment(s) is sent to the Applicant shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the Guarantee or Bond.
9. The Applicant undertakes to pay and reimburse the Bank any sum in connection with the Guarantee or Bond upon the Bank's demand and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate, irrespective of any alleged discrepancies in the presented documents and/or any fraud that may be alleged at

any time or discovered subsequent to any payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank under the Guarantee or Bond.

10. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the Guarantee or Bond notwithstanding that the Applicant may have waived such discrepancy.
11. The Bank may act upon any instruction given to the Bank by facsimile, email or telephone so long as the Bank acting in good faith believes it to be the genuine instruction from the Applicant. The Bank is under no duty to inquire into the authenticity of any such instruction or the identity or authority of the person giving or purporting to give any such instruction before the Bank acts on it. Any transaction or service effected pursuant to any such instruction that the Bank acts on shall be conclusively binding on the Applicant for all purposes, regardless of whether such instruction was given with or without the Applicant's authority, knowledge or consent.
12. The Applicant further undertakes that it shall indemnify the Bank and the Bank's 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 the Bank or the Bank's delegate(s) may suffer or incur in connection with this application and the Guarantee or Bond.
13. The Applicant undertakes that it will, upon demand by the Bank, provide further security in form and value in the opinion of the Bank sufficient to secure any of the Applicant's liabilities and obligations owing to the Bank.
14. If this application is executed by more than one party (i.e. by the Applicant and any other party guaranteeing the performance of the Applicant under this application as Guarantor), the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the others.
15. This application is governed by and construed in accordance with the laws of the Hong Kong SAR and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.