

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

To: 兆豐國際商業銀行股份有限公司香港分行

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. HONG KONG BRANCH

(Incorporated in Taiwan)

Date of this application

Applicant	Bank's Credit No.	
	Advising Bank (If blank, any correspondent at your option)	
	Expiry Date place <input type="checkbox"/> Beneficiary's country <input type="checkbox"/> Hong Kong at our counter	
	Beneficiary	
Account No.	Amount (in figures and words) +/- %	
<input type="checkbox"/> Issue by (air) mail <input type="checkbox"/> With brief advice by teletransmission <input type="checkbox"/> Issue by teletransmission (which shall be the operative credit instrument) <input type="checkbox"/> By courier service	Confirmation of Credit to the beneficiary (charges are for account of) <input type="checkbox"/> not requested <input type="checkbox"/> requested <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant	
Partial shipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	Transshipment <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	
<input type="checkbox"/> Insurance will be covered by applicant / ultimate buyer		
Loading on board / dispatch / taking in charge at / from Not later than for transportation to		
Goods (brief description without excessive details)		
Documents required: <input type="checkbox"/> Signed commercial invoice in one original and copies indicating number of this credit. <input type="checkbox"/> Full / <input type="checkbox"/> 2/3 set of clean on board marine (ocean) bills of lading made out <input type="checkbox"/> to / <input type="checkbox"/> to the order of <input type="checkbox"/> MEGA INTERNATIONAL COMMERCIAL BANK HONG KONG BRANCH / <input type="checkbox"/> marked "freight <input type="checkbox"/> collect / <input type="checkbox"/> prepaid" and notifying , also notifying <input type="checkbox"/> Airway bills consigned to <input type="checkbox"/> MEGA INTERNATIONAL COMMERCIAL BANK HONG KONG BRANCH / <input type="checkbox"/> marked "freight <input type="checkbox"/> collect / <input type="checkbox"/> prepaid", notifying applicant with full address and stating this credit number, flight date and flight number. <input type="checkbox"/> Insurance policy or certificate in duplicate issued by an insurance company, <input type="checkbox"/> to the order of MEGA INTERNATIONAL COMMERCIAL BANK ., HONG KONG BRANCH / <input type="checkbox"/> blank endorsed, for 110% of invoice value, against marine, war and strikes risks as per Institute Cargo Clauses (<input type="checkbox"/> Air / <input type="checkbox"/> A / <input type="checkbox"/> B / <input type="checkbox"/> C) Institute War Clauses, Institute S.R.C.C. Clauses and TPND Clauses / <input type="checkbox"/> other Clauses (state any additional insurance required) : Stipulating claims, if any, to be payable in <input type="checkbox"/> Hong Kong / <input type="checkbox"/> destination / <input type="checkbox"/> , and indicating appointed settling agent in <input type="checkbox"/> Hong Kong <input type="checkbox"/> destination. <input type="checkbox"/> Packing list in one original and copies. <input type="checkbox"/> Certificate of origin issued by <input type="checkbox"/> a Chamber of Commerce / <input type="checkbox"/> stating the goods are of origin. <input type="checkbox"/> Beneficiary's certified copy of telex / fax advice dispatched to applicant (telex / fax no.) within / at least days <input type="checkbox"/> after / <input type="checkbox"/> before shipment advising shipment details (including vessel's name / wagon no. / flight no., value and quantity of goods, no. of packages, gross and net weight and shipment date). <input type="checkbox"/> Clean Cargo Receipt issued and signed by authorized person(s) of applicant (whose signature must be conformed to that held in your file(s) certifying that they have received the goods in good order and condition and stating date, value, quantity of goods received and this credit number. <input type="checkbox"/> Beneficiary's Certificate certifying that <input type="checkbox"/> one full set of non-negotiable documents / <input type="checkbox"/> 1/3 original B/L together with one full set of non-negotiable documents have been sent directly to applicant by <input type="checkbox"/> courier service / <input type="checkbox"/> speed post within days after shipment effected. <input type="checkbox"/> Other documents required:		
Additional conditions:		
<input type="checkbox"/> Documents must be presented within days after the date of issuance of the transport document(s) but within the validity of the credit	Interest charges if any are payable by <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant	
<input type="checkbox"/> % more or less in quantity and amount of credit is acceptable.	<input type="checkbox"/> In case of queries, please contact our Mr. / Ms Tel. No.	
All banking charges outside Hong Kong are for account of: <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant	<input type="checkbox"/> Please debit our HKD / USD A/C No.: For your charges or commissions	
<input type="checkbox"/> To be continued on separated continuation sheet (s)		
We request you to issue this irrevocable documentary credit for our account in accordance with the above instructions (marked with "X" where applicable). The credit will be subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision, Publication No.600 of the International Chamber of Commerce, Paris, France), insofar as these are applicable and in addition, subject to your terms and conditions of Trade Financing and to the terms and conditions overleaf.		
We authorize you to debit our account. Company stamp and authorized signature(s) of the applicant	For Bank Use	Mailed
	Signature Verified	Entry Passed

N.B. – All alternations and additions to this application form are to be certified by applicant.

ICBC IB-005

GENERAL CONDITIONS

1. In consideration of the Bank opening this Letter of Credit the Applicant agree:-
 - (a) To accept on presentation all drafts drawn under the above Credit and to pay them at or before maturity.
 - (b) That all draft(s) drawn under the Credit are to carry interest at the current rate for such advances.
 - (c) That on no account shall any claim be made against the Bank after the draft(s) has been accepted or paid by the Applicant.
 - (d) That the Bank shall in no way be responsible for any error neglect or default by any agent or correspondent of the Bank.
 - (e) To indemnify the Bank against all losses, claims and demands, costs, charges, and expenses incurred in connection with this Credit or the goods referred to overleaf (hereinafter called "the goods" which the Applicant hereby authorizes the Bank to pay for his account.
2. All goods and all Bills of Lading, Warrants, Delivery Order, Insurance Policies or Certificates, Documents of Title and Securities whatsoever and the proceeds thereof which have been or shall be hereafter delivered into the possession or control of the Bank or its agents as a result of opening, or in connection with transactions under this credit, are and shall be deemed to be hypothecated to the Bank as security for all payments made or which may be made by the Bank or its agents under or in connection with this credit, together with interest, commission and other customary charges, and the Bank is hereby expressly authorized, that in default of any of the Applicant's obligations hereunder, to sell immediately, without demand for payment and without notice to the Applicant or advertisement, by private sale or public auction, and in such parcels and at such time or times as the Bank deems fit, all property hypothecated to the Bank pursuant to this Clause. The Bank is hereby further authorized to apply the proceeds of any such sale firstly, in meeting the expenses thereof, and secondly against all such payments, and thirdly against any other sum whatsoever or contingently due to the Bank from the Applicant.
3. During any time there shall be due to the Bank any sum pursuant hereto the Applicant undertakes to maintain at his own expense insurance against the risks mentioned overleaf for so long as the goods may be exposed to such risks and thereafter shall likewise effect and maintain insurance of the goods against fire and all other risks to which the goods might be exposed, and all insurance shall be for an amount not less than the value mentioned of this credit, and provided that the Bank shall have an overriding power to require the Applicant from time to time to effect and maintain at his own expenses insurance for such sum and against such risks as the Bank may stipulate and provided that the Bank may at his discretion at any time and from time to time effect and maintain insurance on the goods against such risks and for such sums as the Bank may deem fit the cost of such insurance shall be for the account of the Applicant. The Applicant hereby authorizes the Bank to recover all and any claims which may be made under any insurance mentioned overleaf or in this Clause and to apply the proceeds against any amount actually or contingently due to the Bank pursuant hereto.
4. The Applicant undertakes to pay promptly all freight, landing and storage charges in respect of the goods, and provided that the Bank may at its discretion at any time from time to time effect payment of some or all such charges for the account of the Applicant.
5. Neither the Bank nor its agents shall be in any way responsible for the description, quality, quantity, condition, value or delivery of the goods, nor for the correctness, genuineness, regularity, validity, accuracy or loss of any draft or document, nor for the general or particular conditions stipulated in any document, nor for any detention, loss or damage to the goods however or whenever caused, nor for any failure to store, protest or insure the goods (which the Bank and its agents are under no obligation to do).
6. The Applicant undertakes to provide the Bank at or before maturity with funds to meet all disbursement at acceptances together with commission, interest and charges.
7. It is understood that all instructions and correspondence relating to this Credit are to be sent at the risk of the Applicant and that the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay in transmission or delivery by post, telegraph or cable.
8. The Applicant undertakes to sign, execute and deliver any transfers deeds or documents which the Bank may require the Applicant to sign, execute and deliver for perfecting the Bank's title to the said goods and the said documents and/or for vesting the same in any purchaser or purchasers from the Bank.
9. If this credit is to be advised through an agency or correspondent Bank in USA, you are authorized to accept at your sole discretion the American Institute clauses insurance policies.
10. You are authorized to make any additions to the documents specified under this credit which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.
11. We certify that the import of the goods described overleaf is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import licence where such licence is required.
12. Drafts may be drawn clausued "without recourse" if the drawers so require.
13. The words "we" and, "our" shall be read as "I" or "my" if this application is signed by or on behalf of an individual.
14. Unless otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce, Publication No. 600.
15. Unless otherwise stipulated, the applicant agrees the Bank shall be entitled to refuse or temporarily cease or terminate transaction or business relationship whenever necessary without a prior notice to applicant or any person involved in the transaction of this Letter of Credit, for the purpose of complying the laws and ordinances concerning anti-money laundering and counter-terrorist financing and sanctions, if any of the following circumstances:
 - (1) The applicant or any person involved in the transaction of this Letter of Credit is the subject of any economic and trade sanctions, hereinafter "Sanctions", who is announced, supervised or enforced by Hong Kong, the United Nations, United States, the European Union, foreign governments or international organizations, or is owned or controlled by Sanctions, or be involved with Sanctions.

- (2) The applicant or any person involved in the transaction of this Letter of Credit are terrorists or terrorist groups presumed or investigated by Ministry of Justice or foreign governments or international anti-money laundering organizations.
- (3) The applicant or any person involved in the transaction of this Letter of Credit is located, organized or residing in a country or territory, that is, or whose government is, sanctioned under economic and trade sanctions imposed by Hong Kong, the United Nations, United States, the European Union, foreign governments or international organizations.
- (4) The applicant refuse to be reviewed periodically, or refuse to provide information on actual beneficiary or persons having control over the customers, or fail to provide explanation on the nature and purpose of transactions or source of funds.

S.V.

Authorized Signature