

LETTER OF GUARANTEE APPLICATION



TO: DBS BANK (CHINA) LIMITED

("Bank" or "You", which expression shall include its successors and/or assigns)

Date:

Dear Sirs

We hereby request *you / you to instruct your correspondent bank to *issue / renew on our behalf a *Letter of Guarantee (hereinafter the "BG"), details of which are as follows:-

Please tick the appropriate boxes

☐ ISSUE as per **FORMAT ENCLOSED** & stamp / initial on the BG attached to this application

☐ RENEW / instruct Issuer to renew BG Ref. _____

APPLICANT NAME & ADDRESS

Contact Person:

Tel No.:

Fax No.:

CURRENCY & AMOUNT

DURATION OF UNDERLYING CONTRACT

If contract is extended, the Bank should be informed.

From:

To:

BENEFICIARY NAME & ADDRESS

VALIDITY PERIOD

Effective Date:

Expiry Date:

CLAIM PERIOD

☐ Same as expiry date

☐ _____ *days / weeks / months after expiry date

PURPOSE

SPECIAL INSTRUCTIONS (if any)

If the customer requires a specific overseas bank to issue the BG, please provide the name and address of the bank, otherwise contact the Bank for a recommendation. If the bank is not the preferred bank of the Bank, there may be issuance delays as arrangements will need to be made for their approval of the text of the BG and the indemnity of the Bank.

All fees, commissions and charges are to be debited to our Account No.

We authorise you at any time, if you think fit, without reference to us to debit our account (whether current or otherwise) / to make a deposit / to earmark our current account to the extent of all such sum or monies which you are or may be liable under the BG which you shall be issuing / renewing on our application whether before or after the Beneficiary of the abovementioned BG has made a claim on you for payment. In consideration of the Bank agreeing to accept this application on our printed sheets / letterhead instead of its own standard conditions, we hereby agree to be bound by the terms, conditions and indemnities in force from time to time, as printed on the Bank's most current application form (i.e. Letter of Guarantee Application Form).

S.V

Authorised Signature(s) & Company Stamp

INDEMNITY

In consideration of your issuing / renewing the above BG on behalf of the Applicant, we shall by our signature below be bound to indemnify the Bank as a joint obligor for all losses, damages, payments, costs (including legal costs), expenses and interests incurred or to be incurred in connection with the issuance / renewing of the BG applied for herein and shall be jointly and severally liable with the Applicant in respect of such indemnification. In consideration of the Bank agreeing to accept this application on the above party's own printed sheets / letterhead instead of the Bank's own standards conditions, we hereby agree to be bound by the terms, conditions and indemnities in force from time to time, as printed on the Bank's most current application form (i.e. Letter of Guarantee Application Form).

S.V

Authorised Signature(s) & Company Stamp

* Delete when not applicable

CORP/PRC/0801(2014)

LETTER OF GUARANTEE APPLICATION AGREEMENT AND INDEMNITY

1. IN CONSIDERATION of your agreeing at our request to issue / renew or to request your correspondent bank to issue / renew a Letter of Guarantee (the "Letter of Guarantee") which expression shall include any fresh/renewed Letter of Guarantee given by you in replacement thereof to the beneficiary (the "Beneficiary"), as applied for overleaf, we, the applicant, inclusive of our successors and assigns HEREBY AGREE AND UNDERTAKE to indemnify you and at all times to keep you fully and completely indemnified from and against all liabilities, claims and demands, actions and proceedings, losses and expenses including legal costs on an indemnity basis and all other liabilities of whatsoever nature, amount or description which may be made or taken or suffered by you in relation to or arising out of the Letter of Guarantee and any amendments thereto, any renewals or modifications thereof and any letter or documents made supplemental thereto, and to pay you interest at such rate(s) and for such period(s) which you shall in your sole discretion determine on such sum(s) due from or to be paid by us to you in connection with the Letter of Guarantee. Where there is more than one applicant, the liability of all co-applicants in this Application shall be joint and several. A party utilizing the credit facility of another party for issuance / renewal of a Letter of Guarantee is deemed a co-applicant.

2. In the event that you are required to issue / renew in favour of your correspondent bank a counter guarantee/indemnity (the "Counter Guarantee") in consideration of their issuance / renewal of a Letter of Guarantee in favour of the Beneficiary, the obligation to indemnify you as set out herein shall also extend to all liabilities, claims and demands, action and proceedings, losses and expenses including legal costs on an indemnity basis and any other liabilities of whatsoever nature, amount or description which may be made, taken or suffered by you in relation to or arising out of the Counter Guarantee as you may have issued or any renewal of the Counter Guarantee.

3. WE AGREE that where the Letter of Guarantee is issued / renewed by you, your correspondent bank may (depending on each case) be required to either issue / renew its own Letter of Guarantee in favour of the Beneficiary or add a confirmation to the Letter of Guarantee issued /renewed by you on such terms and conditions as you and/or your correspondent bank may deem fit and WE AGREE AND CONFIRM that our liability to indemnify you as provided herein shall in all respects extend to the issuance / renewal of such Letter of Guarantee or the addition of such confirmation by your correspondent bank.

4. WE AGREE that you or your correspondent bank may make payment under the Letter of Guarantee and you may make payment under the Counter Guarantee of any sum or sums of money, plus any withholding taxes, imposts or levies, without requiring or obtaining any evidence or proof that the amount claimed or requested by the Beneficiary or the amount paid by you or your correspondent bank is due and payable to the Beneficiary and without any notice or reference to or further authority from us and that we would not dispute the validity of any such claim, request or payment. We acknowledge you or your correspondent bank may at your or their discretion, or you or your correspondent bank may be required to pay the guaranteed or indemnity amount to the Beneficiary notwithstanding that the Beneficiary has not demanded payment thereunder and in such event, we are still obliged to indemnify you in accordance with the terms and conditions herein.

5. In the event that the Letter of Guarantee and/or the Counter Guarantee is subject to and is to be governed by the laws of a jurisdiction other than the People's Republic of China ("PRC") and should a demand be subsequently made by the Beneficiary under the Letter of Guarantee and/or by your correspondent bank under the Counter Guarantee, we agree and authorise you and your correspondent bank to then, and at your own discretion or discretion of your correspondent bank obtain an opinion from a legal counsel on the validity, legality and enforceability of the Letter of Guarantee and/or the Counter Guarantee under the laws of the jurisdiction, prior to your or your correspondent bank making payment in accordance with the aforesaid demand. We further agree that we shall bear the entire cost of obtaining such an opinion and that we shall indemnify you or your correspondent bank for any loss or expense whatsoever suffered by you or your correspondent bank due to any delay in the payment of the guaranteed or indemnity sum to the Beneficiary under the Letter of Guarantee and/or to your correspondent bank under the Counter Guarantee caused by you or your correspondent bank having to obtain such an opinion. For the avoidance of doubt, neither you nor your correspondent bank shall be obliged to obtain such an opinion and in the event of payment under the Letter of Guarantee and/or the Counter Guarantee without such an opinion having been obtained, our agreement to indemnify you or your correspondent bank, in accordance with terms herein shall nevertheless apply with full force and effect.

6. We agree that any request or demand made on you or your correspondent bank by the Beneficiary of the Letter of Guarantee or on you by your correspondent bank under the Counter Guarantee for payment of any sum of money due thereunder shall be conclusive evidence or proof of the sum due and payable and shall be sufficient authority to you or your correspondent bank to make any such payment without any obligation on you or your correspondent bank to require or obtain any further evidence or proof that the sum so requested or demanded is due and payable and without any notice or reference to or further authority from us and we agree not to dispute the validity of any such request or demand.

7. WE ALSO AGREE that we shall not at any time question or challenge the validity, legality or otherwise of the payment by you or your correspondent bank under the Letter of Guarantee or the Counter Guarantee or deny any liability hereunder on the ground that such payment or any part thereof made by you or your correspondent bank was not due or payable by you or your correspondent bank or that there is a legitimate defence or ground for refusing payment available to you or your correspondent bank under the Letter of Guarantee or on any ground whatsoever.

8. Any demand, notification or certificate given by you specifying the moneys due and payable under or in connection with any of the provisions of this Agreement and Indemnity shall, in the absence of manifest error, be conclusive and binding on us. Without prejudice to the foregoing, we shall pay on demand to you such sums of moneys as you have specified to be due and payable notwithstanding that such sums may not have been properly due under the Letter of Guarantee or the Counter Guarantee for any reason or that the Letter of Guarantee or the Counter Guarantee is void, invalid, illegal or otherwise not enforceable against you or your correspondent bank.

9. WE FURTHER AGREE that our liability aforesaid is irrevocable and shall remain in full force and effect until the Letter of Guarantee and/or the Counter Guarantee is released or expired or returned to you or your correspondent bank for cancellation and all liabilities on your part and the part of your correspondent bank thereunder is fully discharged to your satisfaction and satisfaction of your correspondent bank.

10. WITHOUT PREJUDICE to the generality of our aforesaid liabilities, WE HEREBY AUTHORISE you (1) to charge us your commission (which shall be paid in one lump sum and which is non-refundable in any circumstances including any discharge or cancellation of the Letter of Guarantee or the Counter Guarantee before the expiry date) on the guaranteed or indemnity sum, and further (2) at your discretion and without reference to us to set off any money in your possession belonging to us or to debit any account which we now or may hereafter have with you, whether in the PRC or abroad and whether in RMB or a foreign currency, against any sum or sums of money which you or your correspondent bank may pay in respect of the Letter of Guarantee and/or the Counter Guarantee and we authorise you to effect any exchange of currency in connection therewith AND WE AGREE to pay interest on any money so paid by you or your correspondent bank at your usual overdraft rates from the date when payment is due to the date when the repayment thereof is received by you from us. We undertake, at your request, to effect in your favour such security as you may require and to execute, complete and deliver to you such documentation as you may require. A certificate by one of your officers setting forth the relevant amount(s) of fees and commission due and payable in respect of the Letter of Guarantee or the Counter Guarantee shall, in the absence of any manifest error, be binding and conclusive on us.

11. All moneys payable hereunder by us to you shall be paid to you in full and free of any present or future taxes, levies, duties, charges, fees or withholdings and without set-off or counter-claim or any restriction, condition or deduction whatsoever but shall include any interest payable to you at your prevailing lending rate from the date when such payments are due to the date of actual repayment.

12. Unless otherwise agreed in writing, we undertake to deposit with or pay to you on demand, either before or after the issuance / renewal of the Letter of Guarantee and/or the Counter Guarantee, such sums of money as you may from time to time require in your sole discretion for the purpose of security, additional security (where security has already been given) or for any other reason for which you may think advisable or necessary.

13. If any demand is made for payment of any sums of moneys whatsoever due and owing to you by us, we shall without demand immediately procure your complete and unconditional release from all your liabilities and obligations under all the Letters of Guarantee or the Counter Guarantee failing which we shall without demand immediately pay to you such sums as may be necessary to be paid to the Beneficiary or any other persons whatsoever under or in relation to the Letters of Guarantee or the Counter Guarantee in order for you to obtain a complete and unconditional release from your liabilities and obligations under all the Letters of Guarantee and/or the Counter Guarantee together with all costs and expenses incurred or which may be incurred by you in respect thereof.

14. If under any applicable law or regulation, or pursuant to a judgement or order being made or registered against us or our bankruptcy or liquidation, or, without limitation, for any other reason, any payment under or in connection with this Agreement and Indemnity is made or satisfied in a currency (the "currency of payment") other than the currency in which such payment is expressed to be due under or in connection with such Letter of Guarantee or the Counter Guarantee (the "currency of obligation") then, to the extent that the amount of such payment actually received by you, when converted into the currency of obligation, at the rate of exchange, falls short of the amount due under or in connection with this Agreement and Indemnity, we, as a separate and independent obligation, shall indemnify you and hold you harmless against the amount of such shortfall. For the purposes of this clause, "rate of exchange" means the rate at which you are able on or about the date of such payment to purchase, in accordance with your normal practice, the currency of obligation with the currency of payment and shall take into account (and we shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

15. The terms and conditions herein shall be in addition to and not be in derogation of any rights implied in law in your favour and shall not in any way prejudice or affect and shall not be in any way prejudiced or affected by any security or collateral now or hereafter held by you whether or not in connection with our obligation to indemnify you as mentioned above.

16. Where the text/format of the Letter of Guarantee is supplied or given by us, you or your correspondent bank is under no responsibility or liability to us to ensure the accuracy, legality or completeness of the format/text and any translation thereof. Where the aforesaid translation is supplied or given by us to you (whether translated by us or otherwise), we confirm that we shall bear the risk of such translation and shall at all times keep you or your correspondent bank fully and completely indemnified from and against all liability, claims and demands, actions and proceedings, losses and expenses including but not limited to all legal costs on an indemnity basis which may be incurred by you or your correspondent bank and all bank charges, costs disbursements, expenses and other liabilities of whatsoever nature or description which may be made or taken or suffered by you or your correspondent bank in relation to or arising out of such translations.

17. In the event that a Letter of Guarantee is issued / renewed by your correspondent bank against or with a Counter Guarantee which you issue / renew in favour of your correspondent bank, we agree that such a Letter of Guarantee shall for the purposes of this Agreement and Indemnity be deemed to be issued / renewed by you on our application and we remain liable to indemnify you in full and in accordance with the terms herein in respect of such Letter of Guarantee, in the event of any judgment, finding or determination that the Counter Guarantee is void or otherwise invalid.

18. For avoidance of doubt, we agree that any Counter Guarantee shall in all respects be considered valid and enforceable. We confirm that we shall not challenge any payment made by you under or in connection with the Counter Guarantee.

19. We further agree and confirm that you shall, in your absolute discretion as and when you deem fit, be entitled to demand payment from us of the sums that you are liable for under the Letter of Guarantee or the Counter Guarantee notwithstanding that the Beneficiary of the Letter of Guarantee or your correspondent bank under the Counter Guarantee has not made a claim on you for payment. In the event such demand is made by you, the sums demanded shall become a debt due and payable by us forthwith.

20. If there occurs in relation to the Letter of Guarantee or the Counter Guarantee an Extraordinary Event (as defined below), you or your correspondent bank shall have the sole discretion to effect payment under the Letter of Guarantee or the Counter Guarantee in any alternative currency at such exchange rate as you or your correspondent bank may determine in your discretion or the discretion of your correspondent bank. Any such action shall be binding on us and we shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by you or your correspondent bank. An "Extraordinary Event" shall mean any event which you or your correspondent bank believe to have a material adverse effect, including any form of exchange control, restriction or requirement of whatsoever nature affecting the availability, convertibility, transfer of currencies or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, re-denomination or de-monetisation and/or any form of restriction or requirement which adversely alters or changes the rights or obligations which you or your correspondent bank undertake upon the issuance / renewal of the Letter of Guarantee or the Counter Guarantee.

21. (i) For the avoidance of doubt, we confirm that if you agree to accede to our request to renew the Letter of Guarantee or the Counter Guarantee, all the terms and conditions which govern the initial application for issuance of the Letter of Guarantee or the Counter Guarantee shall continue to apply in respect of the renewed Letter of Guarantee or the Counter Guarantee.

(ii) We acknowledge that you have sole discretion whether or not to renew the Letter of Guarantee or the Counter Guarantee and that if you do renew the Letter of Guarantee or the Counter Guarantee, you may impose any additional terms and charges you deem fit and we agree to abide by such additional terms and to pay for such additional charges that you may impose.

(iii) We agree that in the event that we request for amendments or modifications to the terms of the renewed Letter of Guarantee, it is our duty to procure the written consent of the Beneficiary to such amendments or modifications and to furnish you with satisfactory proof of the same.

22. The expression "you", "your" or "the Bank" means DBS Bank (China) Limited, including, to the extent applicable, your branches and sub-branches, your successors and assigns. The expression "we" or "our" includes any company or association or individual person or body of persons, corporate or unincorporated. All references to "we", "our" and "us" shall be deemed to include "I", "my" and "me". All references to Letter of Guarantee shall include renewed Letter of Guarantee, and all references to Counter Guarantee shall include renewed Counter Guarantee.

23. We authorise you to debit or earmark at any time and without reference to us any or all of our accounts with you by way of payment in advance of all costs, expenses and liabilities which you or your correspondent bank may incur in relation to or in respect of the Letter of Guarantee or Counter Guarantee including but not limited to the amount of any and all sums which you or your correspondent bank may make to the Beneficiary of the Letter of Guarantee as well as the amount of all charges, commission and interest accrued in relation to or in respect of the issuance / renewal of the Letter of Guarantee. The aforesaid advance payment is an absolute and unconditional payment and you shall not be obliged, under any circumstances whatsoever, to refund the same to us. You shall be at liberty to utilize or otherwise deal with the advance payment in any manner as you deem fit and we confirm that we have no further title, interests, rights or benefits to the moneys comprising the advance payment. If the Letter of Guarantee or Counter Guarantee expires in accordance with the terms therein without you having made any payment thereunder to the Beneficiary (in the case of the Letter of Guarantee) or to your correspondent bank (in the case of the Counter Guarantee), you will pay to us a sum equivalent to such proportion of the advance payment relating to such part of the amount of the Letter of Guarantee or Counter Guarantee which is unpaid, less all your applicable charges, commission and fees. The abovementioned advance payment shall not discharge or otherwise affect any other claims for reimbursement, repayment, interest, expenses and/or costs that you have or will have against us in respect of any issuance or renewal of the Letter of Guarantee or Counter Guarantee.

24. This Agreement and Indemnity shall be governed by and construed in accordance with the laws of PRC. In the event of any proceedings or suits commenced against us arising out of or in connection with this Agreement and Indemnity, we agree to submit to the non-exclusive jurisdiction of the courts of the PRC. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against you in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against you, we agree that the PRC Courts shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with the Letter of Guarantee or Counter Guarantee. We agree to waive and do so waive any right vested on us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.

25. In the event that the Letter of Guarantee or Counter Guarantee which you have issued is returned without any accompanying letter or instructions, you will determine in your sole discretion whether to treat the returned Letter of Guarantee or Counter Guarantee as indicating that you are no longer liable to the Beneficiary under the Letter of Guarantee or your correspondent bank under the Counter Guarantee. Subject to you not receiving any further demands from the Beneficiary under the Letter of Guarantee or your correspondent bank under the Counter Guarantee by the latest date by which all demands in writing must be received by you, or upon your receipt of a letter purporting to be from the Beneficiary or your correspondent bank, advising of release of your obligations thereunder, at which time our liabilities hereunder will be fully discharged. Should such demands be received before full discharge, our obligations under this Agreement and Indemnity shall continue in full force and effect and you reserve the right to exercise all your rights hereunder including your right of set-off as provided for in this Agreement and Indemnity, against any accounts we maintain with you.

26. We and our counterparty shall fulfill our anti-money laundering, anti-terrorist financing and anti-tax evasion obligations and responsibilities according to the relevant state provisions.

27. In relation to the facilities secured/guaranteed by offshore entities/individuals ("Offshore Security"), we hereby declare that, at the time of this drawdown/utilization of facilities, there is no existing default or outstanding amount payable by us to the offshore entities/individuals under any transaction supported by the Offshore Security (including the transactions we entered with you or any other financial institutions). We further undertake and confirm that all the information in relation to transactions supported by the Offshore Security shall be true, complete and accurate and we shall promptly notify you in writing of any change to such information. We acknowledge that if the Offshore Security is enforced, before full satisfaction of indebtedness owing by us to the offshore entities/individuals, we shall not execute any documents for transactions supported by Offshore Security and new drawdown/facilities will not be made under the existing facility document supported by Offshore Security.

28. We hereby undertake to comply with all the regulation (including its update time to time) issued by regulatory or supervisory authorities which shall be deemed as part of these terms herein.

29. This Agreement and Indemnity is written in Chinese and English. In case of any discrepancy, the Chinese version shall prevail.