

(Please see the obverse side of this Application and Agreement for the Chinese version of the terms and conditions as stipulated hereunder.)
(如 需 下 述 條 款 內 容 之 中 文 版 本 ， 請 參 閱 本 申 請 暨 約 定 書 正 面 。)

The Applicant agrees to apply to the Bank for collection of the aforementioned clean bills. The Applicant hereby accept and agree to be bound by the terms and conditions which are set hereunder:

1. The Applicant hereby represents and warrants that all the clean bills (in foreign currencies) presented herewith for collection are neither forged, altered, nor have any other defect. The Applicant shall indemnify the Bank and be fully liable for any and all losses, damages, costs or expenses incurred by the Bank as a result of the aforementioned defect.
2. Unless or otherwise instructed by the Applicant in writing with subsequent confirmation by the Bank, the Bank may at its own discretion designate correspondent bank(s) to act on its behalf for collection of the clean bills of which the Applicant has requested the Bank to conduct negotiation / collection. The Applicant shall have no objection whatsoever.
3. The Applicant hereby agrees that the Bank shall have no responsibility for any and all losses or damages or delay arising from the willful misconduct or negligence or bankruptcy of any corresponding bank in, or force majeure emerges during, the process of collection, and the Applicant shall assume any and all risks and liabilities arising thereof. The Applicant also agrees to provide and deliver to the Bank immediately clean bills of equivalent value for the Bank's collection or repayment of the advanced payment of negotiation lent by the Bank.
4. Should the clean bills provided by the Applicant dishonored or raise any kind of disputes thereby, irrespective of any cause, the Applicant shall, upon notice from the Bank, immediately repay in full amount(s) of the fees, charges and expenses occurred thereof.
5. Unless or otherwise agreed by the Bank in writing, in the event of non-payment of any clean bills which has been requested by the Applicant to conduct collection, the Bank shall be under no obligation, for or on behalf the Applicant, to make a protest or attend to any other procedure required by law to preserve the Applicant's right to such clean bills.
6. Any necessary handling charges, postage, telecommunication fees, interest and any other fees, charges and expenses in relation to such clean bills shall be solely borne by the Applicant.
7. Pursuant to the Check Clearing for the 21st Century Act ("Check 21 Act") of the United States, the Applicant acknowledges and agrees that, in the event a clean bill which has been requested by the Customer to conduct collection is bounced for any reason, the Applicant may receive an image of the bounced clean bill or a returned substitute clean bill, instead of a bounced clean bill original. If other countries / jurisdictions have similar acts or regulations in place, aforementioned shall be applied and prevail as well without Applicant's objection.
8. The Applicant has duly perused and understand all contents and clauses as stipulated in the Bank's Master Terms for Banking Service respectively, and hereby acknowledge and agree to be bound by the provisions of the Bank's Master Terms for Banking Service or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Master Terms for Banking Service or any such other documents.
9. The Applicant confirms and declares that the collection of the clean bills transaction(s) and application do not involve money laundering, financing of terrorist activities, tax evasion or illegal activities. The Applicant hereby authorizes the Bank to disclose any personal information related to the aforementioned collection of clean bills to Governmental or judicial bodies or agencies or the Bank's regulators on the Bank's initiative in the case of any suspicion of money laundering, financing on terrorists activities, tax evasion or illegal activities unveiled.
10. The Applicant acknowledges and authorizes the Bank, subject to request(s) by correspondent bank(s), to provide any personal information related to the aforementioned collection of clean bills to correspondent bank(s) for processing such transaction(s), as permitted by law.
11. This Application and Agreement is made in both English and Chinese languages. Should there be any discrepancies between these two versions, the English version shall prevail.
12. Any matters not stipulated under this Application and Agreement shall be governed by the relevant provisions and standards as set forth in the most updated ICC Uniform Rules for Collections by the International Chamber of Commerce ("ICC") and applicable laws, regulations and statutory requirements of Hong Kong Special Administrative Region at the time of negotiation / collection.
13. In case of any kind of disputes arising out of this Application and Agreement, the Applicant hereby acknowledge and agree to submit the dispute to the jurisdiction of Hong Kong Special Administration Region, and Courts of Hong Kong Special Administration Region shall be the forum.