

30. NO OBLIGATION TO PROVIDE CREDIT

Nothing in this Agreement obliges the Bank to give or to continue to give any credit, banking facilities, accommodation or services to the Customer or to enter into any trade finance transactions or financial transactions or other transactions with the Customer.

31. INTERPRETATION AND DEFINITIONS

31.1 In this Agreement:

- 香港中環夏慤道12號
美國銀行中心36樓
- 36/F., BANK OF AMERICA TOWER,
12 HARCOURT ROAD, CENTRAL, H.K.
- (a) "affiliate" means, in respect of the Bank, any of its subsidiaries or associated companies or holding companies or any subsidiary or associated company of that holding company;
 - (b) "authorisation" includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration and notarisation;
 - (c) "Business Day" means a day (other than Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong;
 - (d) "China Minsheng Banking Group" means the Bank and its affiliates;
 - (e) "HK Dollars" means the lawful currency for the time being of Hong Kong;
 - (f) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - (g) "Relevant Document" means all other documents relating to any transaction pursuant to this Agreement; and
 - (h) "RMB" means the lawful currency for the time being of the People's Republic of China (excluding Hong Kong, the Macau Special Administrative Region and Taiwan);
 - (i) "Security Interest" means any mortgage, charge, assignment, transfer, disposal, pledge, lien, rights of set-off, arrangement for retention of title or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting or conferring security.

31.2 In this Agreement:

- (a) each of the rights, powers and remedies given to the Bank by this Agreement are in addition to all other rights, powers and remedies given to it or by virtue of any other security, statute or rule of law;
- (b) the liabilities and obligations of the Customer to the Bank include all its past, present and future, actual and contingent liabilities and obligations to the Bank; and
- (c) a document is a reference to that document as amended or supplemented.

31.3 This Agreement is a continuing agreement and all the rights, powers and remedies under this Agreement shall apply to all the Customer's obligations to the Bank notwithstanding any event affecting the capacity of the Customer to be bound by this Agreement.

31.4 Unless contrary indication appears, any reference to this Agreement to:

- (a) a Clause or Schedule is a reference to a clause or of schedule to this Agreement and each Schedule shall form part of this Agreement;
- (b) a paragraph is, unless otherwise stated, a reference to a paragraph of the Clause in which the reference appears;
- (c) a person includes an individual, a company, partnership or body unincorporated and its successors and assigns;
- (d) words importing the singular include the plural and vice versa and words denoting the neuter gender includes all genders;
- (e) "including" or "includes" means including or includes without limitation;
- (f) "assets" includes any present and future properties, revenues and rights of every description;
- (g) "this Agreement" or any other agreement or instrument is a reference to this Agreement or other agreement or instrument as amended, supplemented, novated and/or replaced from time to time; and
- (h) a provision of law is a reference to that provision as amended or re-enacted.

31.5 The clause headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.

31.6 If this Agreement is executed by two or more persons as Customer, any reference to "Customer" shall be deemed to refer to all such persons or if the context requires, any one or more of them.

31.7 Where the Customer is a sole proprietorship or a partnership, the expression "the Customer" shall include the sole proprietor or all and each of the partners who constitute the Customer for the time being. The liabilities and obligations of each partner (who constitutes the Customer) under this Agreement shall be joint and several. If any person is admitted to become a partner in the Customer, the Customer shall procure that such new partner shall undertake to adopt and be bound by the terms of this Agreement as if it had originally been a party hereto and sign any documents or agreements as the Bank may require for this purpose.

32. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Hong Kong.

33. JURISDICTION

33.1 The Customer agrees that the courts of Hong Kong have jurisdiction to settle any disputes in connection with this Agreement and accordingly submits to the non-exclusive jurisdiction of the Hong Kong courts.

33.2 If the Customer is not ordinarily resident in Hong Kong nor a company incorporated under the laws of Hong Kong nor a foreign company registered under Part XI of the Companies Ordinance (Cap.32, Laws of Hong Kong), without prejudice to any other mode of service, the Customer:

- (a) irrevocably appoints a company incorporated in Hong Kong and specified in Schedule 2 as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with this Agreement;
- (b) agrees that failure by a process agent to notify the Customer of the process shall not invalidate the proceedings concerned; and
- (c) agrees that if the appointment of any company mentioned in paragraph (a) above ceases to be effective, the Customer shall immediately appoint another company incorporated in Hong Kong to accept service of process on its behalf in Hong Kong and, failing such appointment within 15 days, the Bank is entitled to appoint such company by notice to the Customer.

34. GOVERNING VERSION

This Agreement is executed in English and the Chinese translation of it is for reference only. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the Chinese translation of it.

SCHEDULE 1

TRADE FINANCE TRANSACTIONS

1. Scope of Application

- 1.1 The provisions in this Schedule shall apply to any facility or accommodation as the Bank may, at its discretion, extend to the Customer or to any other person at the request of the Customer from time to time by way of loans, discounts, overdrafts, advances against bills and/or documents, negotiation or collection of bills and/or documents, the issue, confirmation or transfer of a documentary credit (the "Documentary Credit") or a standby letter of credit ("Standby Credit"), the issue of a shipping guarantee or other dealings (collectively the "Trade Finance Facilities") concerning goods, services and/or obligations to which Documents relate (respectively, "Goods", "Services" and "Obligations"), in each case to such extent and in such manner as the Bank may think fit.
- 1.2 "Documents" means all bills, promissory notes and other instruments used for obtaining the payment of money, invoices, documents of title, transportation documents, warehouse receipts, insurance policies and other documents relating to Goods and stipulated documents under any Documentary Credit or Standby Credit or otherwise, which Goods and/or documents are in the name, possession or control of the Bank or held by or to the order of the Bank, whether for custody or any other reason and whether or not in the ordinary course of banking business.
- 1.3 The terms and conditions in this Schedule shall be subject to such other terms and conditions which the Bank may specify in relation to any individual Documentary Credit or Standby Credit or any particular Trade Finance Facilities.
- 1.4 Each Documentary Credit shall be subject to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce ("ICC") as are in effect from time to time ("UCP"). Each Standby Credit may be subject to UCP and/or the International Standby Practices published by ICC as are in effect from time to time ("ISP") to be agreed between the Bank and the Customer from time to time. For matters not addressed by UCP or ISP, such Documentary Credit shall be subject to and governed by the laws of Hong Kong.
- 1.5 Each collection shall be subject to the International Chamber of Commerce Uniform Rules for Collections as are in effect from time to time ("Rules for Collections").
- 1.6 In the event of any conflict between this Schedule and the UCP and/or ISP and/or the Rules for Collections, this Schedule shall prevail.

2. Documentary Credit or Standby Credit

- 2.1 The Bank is authorised to accept and pay all drafts and documents drawn or purporting to be drawn and presented or negotiated under each Documentary Credit or Standby Credit.
- 2.2 The Bank may, at its sole discretion restrict negotiations under any Documentary Credit or Standby Credit to its own offices or to any correspondent or agent of its choice and, in such a case, the Bank is authorised to accept and pay all documents drawn or purporting to be drawn on any such office, correspondent or agent.
- 2.3 Neither the Bank nor its agents or correspondents shall be in any way responsible for the existence, description, quality, quantity, value, fitness or delivery of any Goods shipped or delivered under any Documentary Credit or Standby Credit opened on the Customer's application, nor for the correctness, genuineness, regularity or validity of any Documents presented under such Documentary Credit or Standby Credit, nor for general or particular conditions stipulated in any such Documents, nor for any delay or deviation from instructions in regard to shipment of such Goods and no obligation of the Customer to the Bank in respect of such Documentary Credit or Standby Credit shall be affected thereby.
- 2.4 The Customer agrees (a) that the Bank does not warrant or represent to the Customer as to the enforceability or effectiveness of any terms or requirements incorporated in any Documentary Credit or Standby Credit opened on the Customer's application nor shall the Bank have any duty to ascertain the enforceability or effectiveness of such terms and requirements and give the Customer any opinion thereon before incorporating them in any such Documentary Credit or Standby Credit; and (b) that the Bank shall have no duty whatever to inform the Customer of the existence of all or any uncertainty or ambiguity in the Customer's instructions in relation to the opening of any such Documentary Credit or Standby Credit notwithstanding that without the Bank's notification, the Customer may not be aware of such uncertainty or ambiguity.
- 2.5 The Bank shall not be responsible other than the exercise of reasonable care in respect of any Goods, Documents or items in its possession and shall not be liable in any way whatever for the default or negligence of any agent or correspondent selected by the Bank or for any loss in transit.
- 2.6 The Customer shall, as applicable, accept all documents presented and pay the Bank not later than the applicable date an amount equal to the amount due under any Documentary Credit or Standby Credit.
- 2.7 The Customer shall pay to the Bank immediately on demand a commission at such rate(s) as the Bank may from time to time prescribe in connection with each Documentary Credit or Standby Credit.
- 2.8 The presentation of documents under a Documentary Credit or Standby Credit shall be in compliance with its terms if they purport to be in order and, taken as a whole, contain the description of the relevant Goods, Services and/or Obligations.
- 2.9 This Schedule shall also apply to any Documentary Credit or Standby Credit extended or amended at the request and direction of the Customer.
- 2.10 The Bank shall at its sole discretion be entitled to terminate any Documentary Credit or Standby Credit other than an irrevocable Documentary Credit or Standby Credit.

3. Export Documents

- 3.1 The Customer shall pay the Bank not later than the applicable date an amount equal to the amount due under bills negotiated or endorsed by the Bank, whether or not drawn under a Documentary Credit or Standby Credit, which are dishonoured or not paid on their due date(s). Non-payment shall be deemed to have occurred if the Bank has not on their due date(s) received unconditionally the whole sum due. The Bank shall have full recourse against the Customer in these cases irrespective of the reason for dishonor or non-payment.
- 3.2 The Customer shall also reimburse the Bank immediately on demand for advances or Trade Finance Facilities made against any documents which have not been duly taken up on presentation or in respect of which payment has not been duly made to the Bank.
- 3.3 The Bank is authorised, at its sole discretion and on such conditions as it thinks fit from time to time, in relation to any bill, whether or not drawn under a Documentary Credit or Standby Credit:
- (a) to take conditional acceptances and/or acceptances for honour and/or to extend the due date(s) for payment;
 - (b) to accept payment from the drawees or acceptors before maturity under rebate or discount;
 - (c) to accept part payment before maturity and to deliver a proportionate part of the Goods to the drawees or acceptors of the bills or the consignees of the Goods;
 - (d) to deliver up the shipping or other documents relating to any bill only upon payment in full or part payment of such bill, notwithstanding that such procedure may be contrary to the previous instructions of the Customer, if the Bank, its offices, correspondents or agents deem it advisable;
 - (e) at the request of the drawees, to delay presentation of any bill for payment or acceptance, without prejudicing or affecting the liabilities of the Customer to the Bank in respect of such bill, unless the Bank has received prior explicit instructions from the Customer to the contrary;
 - (f) to protest any bill which is dishonoured and to take any other steps which the Bank may consider necessary or desirable to protect its rights and interest in such bill; and
 - (g) to institute proceedings and to take steps for the recovery from the acceptors or endorsers of any bill of any amount due in respect of such bill, despite the Bank having debited the account of the Customer with the amount of such bill.

4. Collections

- 4.1 If the Bank is requested to make a collection, the Bank is authorised to treat the service as subject to and conditional upon collection and actual receipt by the Bank of full payment of the relevant bill, draft or document.
- 4.2 In the absence of such collection and receipt by the Bank, the Customer will reimburse the Bank, immediately on demand, for any and all amount due in respect of such service.
- 4.3 All items not payable at the Bank's office would be sent to the Bank for transmission at the sole risk of the Customer and may be transmitted by mail or other means, directly or via any of the Bank's offices, correspondents or agents to the drawee, maker or paying agent for payment in cash, credit for acceptance or certification or in such other manner as the Bank may agree from time to time.
- 4.4 The Customer expressly acknowledges and confirms that any collection is subject to final payment in cash (or in such other manner as the Bank may agree from time to time) and the Bank is required to credit the Customer's account only after the Bank has received such payment. If final payment in cash (or such other manner as agreed by the Bank from time to time) is not received for whatever reason, the Bank is entitled to charge back and recover such amount from the Customer and the Customer undertakes to

reimburse the Bank such amount immediately on demand together with any and all charges, costs and expenses (including legal expenses on a full indemnity basis) certified as being incurred by the Bank in relation to the transaction.

- 4.5 In addition, where the collection is to be made by the Bank under any bill, draft or document, the Bank shall have no duty whatsoever to examine and see whether the documents and/or drafts received from the Customer meet the requirements of the relevant bill, draft or document. If the Bank accepts the Customer's request to check the documents and/or drafts, the Bank will only check them on a "no responsibility" basis notwithstanding payment of any fee to the Bank for doing so by the Customer. The Customer expressly acknowledges and agrees not to hold the Bank liable in any manner whatsoever, whether in contract or in tort, if the documents and/or drafts checked by the Bank do not meet the requirements of the relevant bill, draft or document.

5. Advances

- 5.1 The Bank is hereby authorized to open in its books one or more accounts in the Customer's name to be designated "Advance Account(s)", or such other designation (if any) as the Bank may see fit to give such account or accounts, and to charge to such account or accounts all drafts drawn on the Bank by the Customer and all advances of every kind and nature which the Bank may make to the Customer or at the Customer's request.
- 5.2 On the Bank's delivery of any Goods or Documents relating to goods into the Customer possession, the Customer shall execute and deliver to the Bank a trust receipt in relation thereto in such form as may be acceptable to the Bank, together with such other documents as the Bank may require.
- 5.3 Where any application is made by the Customer to the Bank for a pre-export loan, the Customer undertakes to present to the Bank the Documents and/or drafts for negotiation properly drawn and conforming to the terms of the letter of credit referred to in such application as soon as available and in any case not later than the date fixed in the Customer's application as approved by the Bank. In the event that the required Documents and/or drafts are not delivered to the Bank upon such date, the Customer shall immediately repay the advance to the Bank in full.

香港中環夏慤道12號

美國銀行中心36樓

36/F, BANK OF AMERICA TOWER,

12 HARCOURT ROAD, CENTRAL, H.K.

6. Part Shipment

Unless the Bank receives from the Customer instructions in writing to the contrary:

- (a) part shipment only of the goods to which the Documentary Credit or Standby Credit relate may be made; and
- (b) where certain shipment instalments are not made within their designated periods, shipment of subsequent instalments within their designated periods may still be made, and the Bank and/or its agents may, but shall not be obliged to, honour the drafts to which the shipments referred to above relate.

7. Discrepancies in Documents

- 7.1 If, at the request of the Customer, the Bank, its officers, correspondents or agents countersign or issue any guarantee or indemnity covering discrepancies between the Documents actually presented under the terms of a Documentary Credit or Standby Credit and the relative terms of such Documentary Credit or Standby Credit, the Customer shall pay to the Bank immediately on demand any moneys and liabilities whatsoever which may be claimed or demanded from and paid by the Bank, its officers, correspondents and/or agents by reason of having countersigned or issued such guarantee or indemnity. Subject to any applicable laws and regulations, the Bank shall be under no duty to the Customer to verify the contents of such Documentary Credit or Standby Credit actually presented.
- 7.2 The Bank reserves its right to reject any discrepancy(ies) in Documents presented under any Documentary Credit or Standby Credit issued or confirmed by the Bank notwithstanding acceptance of such discrepancy(ies) by the Customer, and the Customer undertakes not to communicate any waiver of discrepancy(ies) to any third party without the prior written consent of the Bank.

8. Shipping Guarantees

If the Bank shall, at the request of the Customer, countersign any letter of indemnity or letter of guarantee to shipping companies or forwarding agents for taking delivery of Goods (to which the Customer claims to be entitled) without production of the relevant bill(s) of lading or other document(s) of title or otherwise, the Customer hereby agrees that the following terms shall apply in respect of each such letter:

- (a) the Bank is authorised to honour by acceptance and/or by payment any draft drawn under the relevant Documentary Credit and/or Documents, notwithstanding the absence of required accompanying documents or any defects or discrepancies in the accompanying documents and even if such Goods or any part thereof are unacceptable to the Customer for any reasons whatsoever;
- (b) the Customer shall pay the Bank a commission at such rate as the Bank may from time to time prescribe during the existence of such letter;
- (c) the Customer shall remain liable to the Bank hereunder until the Bank has been fully, absolutely and unconditionally released and discharged from all its obligations under any such letter;
- (d) the Bank may from time to time, without making prior demand, debit to the Customer's account(s) with the Bank all sums which may be paid by it or any of its correspondents or agents under or in connection with such letter; and
- (e) the Customer undertakes to deposit with the Bank immediately on demand any amount for which the Bank may become liable to pay from time to time under or in connection with such letter.

9. Interest in the Goods

The Customer hereby irrevocably and unconditionally undertakes and warrants to the Bank that the Documents, the Goods and the proceeds thereof shall be in the sole beneficial ownership of the Customer, free from Security Interests or other encumbrances and claims, except for the pledge and/or other security created in favour of the Bank pursuant to this Schedule.

10. Security

- 10.1 In consideration of the Bank granting or continuing to make available the Trade Finance Facilities, the Bank shall have a pledge, by way of security, on the Documents and/or the Goods until (i) all the moneys in any and all currency(ies) owing and/or payable by the Customer to the Bank at any time, actually or contingently, in any capacity, alone or jointly with any other person, (ii) all interest thereon (both before and after any demand or judgment), to the date on which the Bank receives unconditional payment, at the rate(s) payable by the Customer or which would have been payable but for any circumstance which restricts payment, (iii) any and all expenses of the Bank in making payment under this Schedule on behalf of the Customer (but without the Bank being under any obligation to do so) as a result of failure by the Customer to make such payment when due and (iv) all expenses of the Bank in enforcing this Schedule on a full indemnity basis have been paid in full or absolutely discharged.
- 10.2 The pledge shall be a continuing security and enforceable in addition to and not affected by the existence of any other security (whether given by the Customer or otherwise) now or from time to time held by the Bank in respect of or in connection with indebtedness owing and/or payable by the Customer to the Bank from time to time. Any restriction on the right of consolidating securities shall not apply to the pledge.
- 10.3 The Bank shall be entitled to enforce the pledge and may, without demand, notice, legal process or any other action with respect to the Customer or any other person, realise, deal with, sell, negotiate or otherwise dispose of all or some of the Documents and the Goods, at any time and in any way it deems expedient, free from any restrictions and claims and the Bank shall not be liable for any loss or damage arising out of such realisation, dealing, sale, negotiation or disposal if:
- (a) there is a default in acceptance or payment of any Document;
- (b) the Customer has failed to pay any amount owing and/or payable to the Bank when due or is in default in complying with any of the terms of this Schedule or a trust receipt (or such other documents having the same purpose) relating to Goods;
- (c) the Customer or any drawee or acceptor of a Document is unable or admits to being unable to pay its debts as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if legal process is applied for, levied or enforced against the Documents and/or the Goods or any other assets of the Customer;
- (d) any of the assets of the Customer shall be seized or subject to execution under any judgment or subject to receivership;
- (e) any action is threatened or taken which might prejudice the Bank's interest in and rights against the Documents and/or the Goods; or
- (f) the Bank considers it desirable to sell the Goods.
- 10.4 The Customer shall pay the costs of such realisation, dealing, sale, negotiation or disposal.
- 10.5 The Customer shall immediately upon demand pay any deficiency which may remain owing to the Bank after such realisation, dealing, sale, negotiation or disposal.
- 10.6 The Customer hereby irrevocably and unconditionally assigns to the Bank any rights which the Customer may have as the unpaid seller of Goods.

11. Release of Pledged Goods

If Documents and/or Goods are released to the Customer or to its order, they shall be held by the Customer (or any other person to its order) exclusively for the purpose of their sale or other disposition approved by the Bank on normal trade terms at market value and, in such event (whether or not a trust receipt or such other documents having the same purpose is signed on delivery), the Documents, Goods and the proceeds thereof shall be held on trust for the Bank and solely to its order. All such proceeds shall be kept separate, shall be paid to the Bank immediately upon receipt and the Bank is authorised to demand and/or receive such proceeds from any person without reference to or further authority from the Customer.

12. Undertakings

12.1 The Customer hereby irrevocably and unconditionally undertakes to the Bank:

- (a) to insure the Goods, at its own expense, for their full value against all insurable risks in such manner as the Customer may deem fit and, if so requested by the Bank, will arrange for the Bank's interest in the Goods to be endorsed on the relevant policy and direct the insurer to make payment direct to the Bank in respect of any damage or loss;
- (b) to promptly make payment to the Bank of all insurance proceeds received by it in respect of Goods and, pending payment, will hold such proceeds on trust for the Bank;
- (c) to endorse the Documents in favour of the Bank, deliver and deposit the Documents with the Bank or to its order and note in its records the interest of the Bank in the Documents and the Goods;
- (d) to pay all costs and expenses of and incidental to the delivery, transportation and storage of the Goods;
- (e) to promptly inform the Bank of any event of which it becomes aware which may adversely affect the ability of a buyer to complete the purchase and accept delivery of Goods;
- (f) to procure the prompt release of the Bank from any guarantee, indemnity, other commitment or security which the Bank may have provided in respect of Documents and/or Goods;
- (g) not to create or permit to subsist any Security Interests or attempt to otherwise encumber, transfer, sell, dispose of or otherwise deal with the Documents and/or the Goods except as directed by or with the prior consent of the Bank in writing;
- (h) to keep the Goods separate from any other property of the Customer or other persons and ensure such Goods are clearly marked;
- (i) not to permit Goods to be processed or altered without the prior written consent of the Bank;
- (j) not to take any action which might prejudice the value, condition, quality or quantity of the Goods and/or the effectiveness of the pledge and this Schedule;
- (k) to obtain and maintain in full force, validity and effect all necessary licences for the import or export or shipment of Goods or any governmental and other approvals, authorities, licences and consents required under this Schedule; and
- (l) to comply with all foreign and domestic governmental regulations in relation to the shipment of Goods or the financing.

12.2 The Customer further undertakes that, at the request of the Bank, it shall:

- (a) provide such information and/or documents concerning paragraphs (k) and (l) of Clause 12.1 of this Schedule as the Bank may at any time require;
- (b) provide the Bank with such information and/or documents concerning the Documents and the Goods and any proposed sale of Goods as the Bank may require from time to time;
- (c) facilitate the realisation, dealing, sale, negotiation or disposal of the Documents and the Goods by executing or causing to be executed all such documents and the things as the Bank may require for such realisation, dealing, sale, negotiation or disposal; and
- (d) from time to time keep the Bank promptly informed of the whereabouts of the Goods and of any change in the condition, quality or quantity of the Goods and, upon the request of the Bank, to make the Goods available to the Bank at a place which the Bank may reasonably designate.

13. Authorisations

The Customer authorises the Bank:

- (a) to appoint any other person as its correspondent, nominee or agent in connection with any Trade Finance Facilities and the Bank may delegate any of its powers under this Schedule to such person;
- (b) to take such steps and to make such payments as it considers necessary and appropriate, at the sole cost of the Customer, to remedy any default by the Customer in compliance with any of its obligations under this Schedule;
- (c) to insure the Goods to their full value against all insurable risks if the Customer shall fail to do so;
- (d) to land and store Goods and to arrange for their shipment;
- (e) to enter any premises at any time for the purpose of inspecting and/or securing possession or custody of the Goods and to take such steps as the Bank may at its sole discretion consider necessary or desirable to protect its interest in the Goods;
- (f) to notify any other person of its interest in the Documents and the Goods;
- (g) to accept at the Bank's sole discretion American Institute clauses insurance policies or certificates in any case where any Documentary Credit or Standby Credit is issued in favour of a beneficiary in the United States of America or is to be advised through a correspondent or agent in the United States of America;
- (h) to make payment immediately when due or on demand under any Documentary Credit or Standby Credit, guarantee, indemnity or other commitment or security which the Bank may have provided in respect of Documents, Goods, Services and/or Obligations without reference to or further authority or consent from the Customer or any other person, without enquiry as to the validity or otherwise of any document, claim or demand (irrespective of any dispute by the Customer) and payment by the Bank shall be binding on the Customer; and
- (i) without prejudice to any other provisions of this Schedule, to debit any account of the Customer with the Bank for any amount referred to in Clause 13(h) at any time after payment by the Bank or any other amount owed by the Customer to the Bank pursuant to this Schedule at any time after the relevant due date.

14. Foreign Exchange

Subject to the Bank's agreement, the Customer may request the Bank to open any Documentary Credit or Standby Credit in any currency and elect to repay the Bank in any currency other than the currency in which such Documentary Credit or Standby Credit was opened, calculated at such rate which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer.

SCHEDULE 2

(FOR GENERAL AGREEMENT BY CUSTOMER(S))

Date of this Agreement : _____

Details of Customer:

Name(s): (1) _____ (2) _____

(3) _____ (4) _____

香港中環夏慤道12號 36/F., BANK OF AMERICA TOWER,
美國銀行中心36樓 12 HARCOURT ROAD, CENTRAL, H.K.

Type: Individual/Sole Proprietor / Limited Liability Company / Partnership (please delete if not applicable)

Address : _____

Facsimile : _____

Schedule 1 - Trade Finance Transactions (please see Clause 29):

Schedule 1 – Trade Finance Transactions does not form part of this Agreement : _____

(if applicable, ALL signatories of the Customer to initial here)

Details of Process Agent of the Customer (if applicable - see Clause 33.2):

Name of Company: _____

Registered office in Hong Kong: _____

Facsimile : _____

Customer

(For use by individual, sole proprietor and partnership customer)

Signed sealed and delivered by the Customer

(1) _____ (2) _____

(3) _____ (4) _____



Print name (s) of signatory(ies):

(1) _____ (2) _____

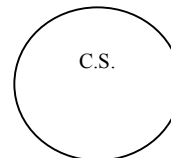
(3) _____ (4) _____

(For use by corporate customer)

Executed as a deed by the Customer:

Signature : _____

Name of signatory: _____



Signature : _____

Name of signatory: _____

S.V.	FOR BANK USE
	APPROVED BY

Witness

Witness' Signature : _____

Print Witness' Name: _____