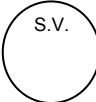


## Application Form for Bank Guarantee/Performance Bond

To: Hang Seng Bank Limited ("Hang Seng"), Macau Branch

Date (DD/MM/YY)

Please complete in BLOCK LETTERS and "✓" where appropriate.

Part A – Guarantee Information			
I/We, as the Applicant, hereby request Hang Seng to issue on our behalf a guarantee/performance bond (the "Guarantee") on the following terms and conditions:-			
Applicant Information			
Name			
Registered Address			
Business Address (if applicable)			
Business Registration No. (if applicable)			
ID Document Type	<input type="checkbox"/> Macau ID <input type="checkbox"/> Passport	ID Document No.	
Please indicate where the Applicant is a limited company having a sole director.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Person		Contact Telephone No.	
Fax Number and/or Email Address			
Beneficiary Information			
Name			
Address			
Currency and Guarantee Amount		Expiry Date (DD/MM/YY)	
Guarantee / Performance bond format provided	<input type="checkbox"/> Yes (copy attached) <input type="checkbox"/> No		
Special Instruction(s) (if any)			
Part B – Commission and Charges on Guarantee			
Account No. (the "Account")			
Name(s) of Account Holder(s)			
I/We hereby agree to pay the commission and charges in connection with the Guarantee to Hang Seng and authorise Hang Seng to debit my/our Account with such sum or sums in payment of the commission and charges, or any other sum/sums of commission and charges as Hang Seng may charge at Hang Seng's absolute discretion from time to time with or without prior notice to me/us.			
It is understood that Hang Seng will be at liberty to debit any amount in settlement of such commission and charges from my/our Account even if the balance standing to the credit of my/our Account will be insufficient to meet such payment.			
Part C – Declaration and Signature			
I/We have read and understood the Terms and Conditions (including the section headed "Important Notice") printed on page 2 of this application form and agree to be bound by them.			
I/We acknowledge and agree that this application and the issue of the Guarantee by Hang Seng are also subject to the terms and conditions stated in any other documents (including without limitation any facility letter and indemnity) executed or to be executed by me/us with or in favour of Hang Seng and any other terms or agreements as Hang Seng may provide to me/us (or as agreed between Hang Seng and me/us) from time to time, and agree to be bound by them.			
<b>Applicant's Signature(s) &amp; Company Chop (if applicable)</b>			
<p>X _____</p> <p>Must be signed by the authorised signor(s) of the account</p>			

### Important Notice

The Applicant should be responsible for making its own independent appraisal and investigation of all risks arising under or in connection with the proposed Guarantee and related transactions. Some of the paragraphs below seek to highlight certain risks which the Applicant should be aware of. They are not exhaustive. If the Applicant has any questions concerning the proposed Guarantee transaction or its obligations towards Hang Seng in relation thereto, it should obtain independent legal advice from its own lawyers.

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

1. The Applicant agrees that Hang Seng may, at its sole discretion and without reference to or consent from the Applicant, amend the terms and conditions of the Guarantee and/or insert additional terms and conditions into the Guarantee as Hang Seng thinks appropriate. Hang Seng may, subject to the consent of the beneficiary named in the Guarantee (the "Beneficiary", which expression shall include any assignee or transferee where applicable), cancel the Guarantee.
2. The Applicant irrevocably authorises Hang Seng to make any payment and comply with any demands claimed upon Hang Seng under the Guarantee in accordance with its terms without any further authority or reference and agrees that any payment made shall be binding on the Applicant and shall be accepted as conclusive evidence, and Hang Seng has the right to seek recourse against the Applicant pursuant to the relevant indemnity (the "Indemnity") given by the Applicant. Whether or not it is expressly stated in the Guarantee, Hang Seng has no obligation to verify demands or claims made by the Beneficiary.
3. Where a compliant demand includes a request to extend the expiry of the Guarantee as an alternative, the Applicant agrees that Hang Seng shall have no obligation to extend and may elect to make payment notwithstanding objections from the Applicant.
4. Notwithstanding any instructions stipulated in this application, Hang Seng has the right to use the services of, or appoint, another party (including without limitation, a bank) for the purposes of giving effect to the Applicant's instruction which Hang Seng shall do so for the Applicant's account and at the Applicant's risk and Hang Seng shall assume no liability or responsibility should any instructions which Hang Seng gives to any such other party not be carried out even if such other party is Hang Seng.
5. Unless the Guarantee expressly provides that the original Guarantee must be presented to Hang Seng to support a demand or a claim, Hang Seng shall be entitled to pay any demand, whether or not the original of the Guarantee is presented to Hang Seng. Without prejudice to the foregoing, the Applicant undertakes that upon the expiry and/or cancellation of the Guarantee, the Applicant will obtain the original of the Guarantee from the Beneficiary and return the same to Hang Seng for renewal or cancellation as may be necessary.
6. Whilst the Applicant may claim that the Guarantee has been cancelled or terminated, there may be instances where Hang Seng may determine that it is necessary to obtain the Beneficiary's written confirmation regarding the release of Hang Seng's liabilities under the Guarantee notwithstanding its termination, cancellation and any provisions therein. Such determination, if made by Hang Seng, shall be binding on the Applicant. Without prejudice to generality of Hang Seng's rights and remedies under the Indemnity or in law, so long as Hang Seng remains liable under the Guarantee, it shall be entitled to enforce the Indemnity against the Applicant.
7. Where the Guarantee is transferable or assignable (whether expressly or impliedly), the Applicant acknowledges that the Beneficiary may assign or transfer the Guarantee or any benefit thereof to a third party without the prior consent of or notice to Hang Seng. The Applicant agrees that Hang Seng shall be entitled to pay demands from any party who purports to be the transferee/assignee of the Guarantee without any obligation to verify or enquire whether such party is the legitimate transferee/assignee.
8. Where the Applicant requests that the Guarantee be governed by a system of law ("Foreign Law") other than Macau law, the Applicant acknowledges that Hang Seng may be called upon to perform and fulfill other obligations and liabilities ("Additional Obligations and Liabilities") which are implied under Foreign Law, in addition to Hang Seng's payment obligations as expressly stipulated in the Guarantee as construed under Macau law. The Applicant acknowledges and agrees that: (a) Hang Seng may include such additional protective clauses in the Guarantee as it deems fit; (b) in determining whether or not to pay under the Guarantee, Hang Seng may interpret its terms as if they were governed by Macau law; and (c) Hang Seng shall be indemnified by the Applicant against all risks of whatever nature as a result of Hang Seng issuing the Guarantee (including any Additional Obligations and Liabilities) in accordance with the terms of the Indemnity.
9. The Applicant acknowledges that there may be greater risks for the Applicant and/or Hang Seng (and the exposure is unlimited) where the guarantee amount is not capped or the enforcement of certain provisions in the Guarantee may result in Hang Seng having to pay an amount in excess of the sum stated in the Guarantee. The Applicant agrees that it will keep Hang Seng harmless and fully indemnified against all the risks arising therefrom and will pay Hang Seng in accordance with the terms of the Indemnity.
10. Where the Guarantee expressly provides that the guarantee amount may be reduced upon the occurrence of certain events, the Applicant agrees that Hang Seng shall, notwithstanding such provision, have no obligation to effect such reduction unless it is approved by the Beneficiary in writing.
11. The HSBC Group, including Hang Seng, follows (i) the legal requirements of the United Nations, the European Union, the United Kingdom, the United States of America and all other jurisdictions that it operates in (collectively referred to as the "Applicable Laws"); and (ii) all regulations, sanction regimes, international guidance or procedures of relevant regulatory or industry body that may be applicable to the HSBC Group or any of its members (collectively, the "Compliance Rules").

Hang Seng may take or omit to take any action or may instruct (or be instructed by) any member of the HSBC Group to take or to omit to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take (a "Compliance Action") for the purpose of complying with its group policies, Applicable Laws and Compliance Rules, including preventing money laundering, terrorist financing or other crimes or the provision of financial and other services to any persons or entities or countries which may be subject to sanctions (each such person or entity is referred to as a "Sanctioned Party" and each such country is referred to as a "Sanctioned Country"). Such Compliance Action may include without limitation:

- (a) declining this application, or refusing to effect payment in connection with any demand or claim under the Guarantee on the ground of, or as a result of, a Compliance Action;
- (b) (if Hang Seng becomes aware that any payment made to the Beneficiary or any party contravenes the Compliance Rules or Applicable Laws) immediately recouping such payment from the Beneficiary or any party, irrespective of any other contrary agreement with the Applicant or any party;
- (c) the interception and investigation of any payment messages and other information or communications sent to or by the Applicant or on the Applicant's behalf via the systems of Hang Seng or any member of the HSBC Group; and
- (d) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party and whether a transaction involves a Sanctioned Country.

Neither Hang Seng nor any member of the HSBC Group will be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by the Applicant or any party arising out of:

- (a) any delay or failure by Hang Seng or any member of the HSBC Group in effecting payment in connection with any demand or claim under the Guarantee, processing any payment messages or other information or communication or any request from the Applicant, or in performing any of its duties or other obligations in connection with the Guarantee, caused in whole or in part by any Compliance Action; or
- (b) the exercise of any of Hang Seng's rights under, or any action taken or omission made by Hang Seng pursuant to, Clause 11.

Neither Hang Seng nor any member of the HSBC Group warrants that any information on Hang Seng's system relating to the Applicable Laws, Compliance Rules or any Sanctioned Party or Sanctioned Country is accurate, complete and up-to-date.

In this clause 11, "HSBC Group" means HSBC Holdings plc, its subsidiaries and affiliates.

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12. The Applicant represents and warrants to Hang Seng that to the best of the Applicant's knowledge the Beneficiary is not or will not be a Sanctioned Party. The Applicant undertakes to indemnify Hang Seng against all costs, losses and damages (including claims from the Beneficiary) which Hang Seng may incur, sustain or suffer as a result of any breach of this Clause 12.
13. The Applicant undertakes that it will, upon demand by Hang Seng, provide further security in form and value in the opinion of Hang Seng sufficient to secure any of the Applicant's liabilities and obligations owing to Hang Seng.
14. Hang Seng's interpretation of any term in notices or other documents presented under the Guarantee which is not written in the same language as the Guarantee shall be conclusive and binding on the Applicant.
15. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several. Hang Seng will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting Hang Seng's rights and remedies against the other.
16. This application is governed by and construed in accordance with the laws of the Macau SAR and the Applicant agrees to submit to the non-exclusive jurisdiction of the Courts of the Macau SAR.

**For Bank Use**

**Part A – Must be filled in by RM or Authorised Person**

K072 & K073 of Applicant       No Match       World Check checked  
 K073 of Beneficiary       No Match       C35 Customer Blacklist Enquiry checked

Collateral Information	Guarantee Position
<input type="checkbox"/> Time Deposit Time Deposit Account No.: _____ Time Deposit No.: _____ Currency: _____ Amount: _____	Outstanding GTE position
	Pending
	This Application
	<input type="checkbox"/> with GTE limit <input type="checkbox"/> refer LO dated _____
<input type="checkbox"/> Investment Fund Securities A/C No: _____ Fund Code: _____ Currency: _____ Amount: _____	<input type="checkbox"/> New Guarantee <input type="checkbox"/> Renewal [Former Guarantee No.: _____]
	Bank Guarantee Account No.: _____

RM Information	Applicant Grading
RM Name	Grade of the Applicant: CRR _____
Extension No.	Core Business <input type="checkbox"/> Yes <input type="checkbox"/> No (duly approved)
Department      Grade	<input type="checkbox"/> Others, please specify:
Signature  (No. _____ )	

For 1-Year Aggregation Rule for Transaction Limits		
Date (DD/MM/YY)	Accumulative Facility Increase since last review	Approval Party

(\*Please use separate sheet if necessary.)

Approval Details
Special Approval
<input type="checkbox"/> Clean <input type="checkbox"/> Without Expiry Date <input type="checkbox"/> Excess GTE limit <input type="checkbox"/> Others <input type="checkbox"/> refer LN dated

Approved

Declined

(Signed by RM or Authorised Person)

Part B – To be filled by AAR CAN

Guarantee Number

Issuance Date (DD/MM/YY)

Maker

Approver

SIS Checked

One-Off

Bonding

Limit Node ID: \_\_\_\_\_

Purpose Code: \_\_\_\_\_

Collateral Information for Holding:

Security Code: Please refer to Part A Collateral Information for details:

Time Deposit (6: HKD; F: FCY)

Investment Fund (V)

Sundry (D)

Others ( )

Remarks:

Next Review Date (DD/MM/YY)