

RMB FX FORWARD APPLICATION FORM

To: HSBC Bank (China) Company Limited, _____ Branch (the "Bank")

Date: _____

We, [_____] (name of the customer), refer to the facility letter dated [_____] from the Bank to us in respect of foreign exchange forward transactions (the "Facility Letter"). We confirm that the transaction stated in this application form shall be governed by and subject to the Facility Letter.

Deal Details:

Please convert CCY _____ Amount _____.

to CCY _____ Amount _____.

at the rate of _____

value _____ (for outright forward) or value start from _____ to _____ (both days inclusive for optional forward)

(please select the purpose of the currency conversion and specify the relevant underlying business transaction)

Current account: Conversion into RMB of Current Account FCY Funds (经常项下结汇)

FCY Purchase for Trade Purpose (贸易项下购汇)

FCY Purchase for Non-trade Purpose (非贸易项下购汇)

Capital account: Conversion into RMB of FCY Capital Funds (资本金结汇)

FCY Purchase for Repayment of Foreign Debts (购汇偿还外债)

FCY Purchase for Repayment of Domestic FCY Loans (购汇偿还国内外汇贷款)*

* Please note that the customer is only allowed to purchase FCY for settlement of domestic FCY loans if it does not have its own FCY funds to settle such loans.

Others (please specify) _____

Supporting Documents:

1. _____
2. _____
3. _____

Settlement:

For _____ (FCY), please _____

For CNY, please _____

Contacts:

Contact Person: _____ Contact Telephone: _____

I submit this application form and acknowledge and agree to the terms and conditions as set out in the back page.

For Bank's Use Only:

Signature Verified:

Documents Checked:

Authorized:

TREATS Number:

Company Chop and
Authorized Signature

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We acknowledge and agree to the following:

1. This application is irrevocable unless otherwise agreed by the Bank in writing, and the Bank shall have the right to act on this application without the need to giving any prior written or verbal confirmation to us.
2. The Bank shall have the sole discretion to decide whether to reject or act on our request in this application form.
3. In addition to the information and the supporting documents contained in or attached to this application form, the Bank may require additional information and/or supporting documents from time to time, whether before or after the entry into or the settlement of the deal hereunder, and we shall provide such additional information and/or supporting documents forthwith upon the Bank's request. We confirm that all the information stated in this application letter and the supporting documents attached hereto as well as any other information and documents provided by us to the Bank from time to time are authentic, accurate and non-misleading, and can be relied on by the Bank.
4. In the case of our breach of any obligations or covenants hereunder or under the Facility Letter or any other document relating to the deal hereunder (including, but not limited to, our failure to provide or delay in providing any supporting documents to the Bank's satisfaction), the Bank shall have the sole discretion to closing out any or all of the outstanding transactions under the Facility Letter and demand settlement of the balance due. If as a result of such settlement, there are payables to us, the Bank shall have the right to retain for its own account such payables without the need to making such payment to us.
5. Both the Bank and us agree that if payment under [this deal hereunder remains/any transactions under the Facility Letter remain] to be payable by both the Bank and us on the same day, the Bank shall not be required to make the payment due from it to us on that day until the time when the Bank has received confirmation that it has received the payment due from us on that day in full at the Bank's designated account. The Bank shall not be liable to us for any interest, loss, expense or any other cost associated with any delayed payment by the Bank as a result of acting in accordance with the foregoing procedures provided that the Bank has acted promptly and in good faith.
6. If the Bank receives this application after its cut-off time, the Bank will process this application on the following working day.
7. Without prejudice to any set-off right entitled to by the Bank, we shall place sufficient funds in the account as designated above to meet our payment obligations for the transaction hereunder.
8. Please choose and tick the appropriate one:
 - This application form supplements, and forms part of, and is subject to, the FX Master Agreement dated as of [] between the Bank and us (as amended or supplemented from time to time), in respect of the transaction hereunder. – *applicable where the Bank and the Customer have signed the FX Master Agreement and intend to have such executed FX Master Agreement govern the transaction hereunder.*
 - This application form supplements, and forms part of, and is subject to the [1992/2002] ISDA Master Agreement dated as of [] between the Bank and us (as amended or supplemented from time to time), in respect of the transaction hereunder. – *applicable where the Bank and the Customer have signed ISDA and intend to have such executed ISDA govern the transaction hereunder.*
 - In the absence of any ISDA Master Agreement executed by and between the Bank and us and effective as at the date of this application form, this application form (together with all other documents referring to the ISDA Form entered into between the Bank and us) shall be governed by the 2002 ISDA Master Agreement (the "ISDA Form") as if we had executed an agreement in such form on the Trade Date as of the first Transaction between the Bank and us (but without any schedule except for the election of the laws of the People's Republic of China (which for purpose of this application form does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region or Taiwan) as the governing law, the submission of any dispute in connection with the ISDA Form to the Shanghai Sub-Commission of China International Economic and Trade Arbitration Committee by arbitration for final settlement, and USD as the Termination Currency). The foregoing provisions in this paragraph shall apply even though we have executed the FX Master Agreement in the form prescribed by the Bank. – *applicable where there is no executed and still effective ISDA between the Bank and the Customer but the parties intend to apply "deemed executed" ISDA to the transaction hereunder.*
9. Notwithstanding any other terms and conditions governing the transaction hereunder and without prejudice to any right of assignment enjoyed by the Bank under any applicable law or any other document, the Bank may, without the Customer's consent, assign any and/or all of the Bank's rights and obligations hereunder to any HSBC Group member(s) that are/is more than 50% owned or controlled by HSBC Group.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee are incorporated into this application form. In the event of any inconsistency between those definitions and provisions and this application form, this application form will govern.

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Documents Checked:

Authorized:

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客户联

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2. The Bank shall have the sole discretion to decide whether to reject or act on our request in this application form.
3. In addition to the information and the supporting documents contained in or attached to this application form, the Bank may require additional information and/or supporting documents from time to time, whether before or after the entry into or the settlement of the deal hereunder, and we shall provide such additional information and/or supporting documents forthwith upon the Bank's request. We confirm that all the information stated in this application letter and the supporting documents attached hereto as well as any other information and documents provided by us to the Bank from time to time are authentic, accurate and non-misleading, and can be relied on by the Bank.
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