



Application for Transfer of Letter of Credit 信用狀轉讓申請書

花旗銀行企業金融處 CitiService
花旗台灣客戶服務專線: (02)2576-6966

傳真專線 FAX (02)2578-8715 or (02)2578-7311
請將正本郵寄至 台北市松山區南京東路4段16號15樓
TRADE DEPT 收
截止收件時間: 3:30 p.m. (星期一至五)

Date 日期 10 月 01 日 2008 西元年
(MM/DD/YYYY)

This application shall only apply to Citibank N.A. Taipei Branch, Citibank N.A. Taipei Offshore Banking Branch, Citibank Taiwan Limited or Citibank Taiwan Limited Offshore Banking Branch, which is specified as the Transferring Bank on the original L/C below and shall only be binding on the applicant and the Transferring Bank stated on the original L/C ("Citibank" or the "Bank").

本申請書僅適用於下列原信用狀上所載為轉讓銀行之美商花旗銀行台北分行、美商花旗銀行台北國際金融業務分行、花旗(台灣)商業銀行或花旗(台灣)商業銀行國際金融業務分行("花旗銀行"或"貴行"), 亦僅對申請人及原信用狀上所載之轉讓銀行具有拘束力。

☒ 有換單轉讓 With Substitution of Documents ☐ 不換單轉讓 Without Substitution of Documents

Gentlemen: The undersigned hereby requests you to transfer ☒ Detail Cable 全電 ☐ Airmail 郵寄

The irrevocable credit as follows: (Hereinafter called the "credit")

It is agreed and understood that this credit is subject to ICC's "Uniform Customs and Practice for Documentary Credits" (version in force on the date of issuance of the letter of credit concerned).

1

Basic Information 基本資料

ADVISING BANK (通知銀行) MEGA INTERNATIONAL COMMERCIAL BANK TAINAN BRANCH	TRANSFEROR/FIRST BENEFICIARY (轉讓人 / 第一受益人) GOODWAY INTERNATIONAL ENTERPRISE No.5 Dong Shing road Tainan city, Taiwan, ROC
TRANSFeree/SECOND BENEFICIARY (受讓人 / 第二受益人) SUNRISE TRADING CO., LTD. No.100 Cheng Gong road Tainan city, Taiwan, ROC	AMOUNT TRANSFERRED (轉讓金額) USD 80,000.00
ORIGINAL LC ISSUED BY (原信用狀之開狀銀行) THE SUMITOMO BANK, LTD	ORIGINAL LC NO. (原信用狀編號) 12578965-523-111

2

Exceptions 例外狀況

The above letter of credit is to be transferred in accordance with the same terms and conditions as the original letter of credit, with the exception of the followings:

Latest shipment date (轉讓後信用狀之最遲裝運日): Sep.20,2008

Latest negotiation date at the counter of Citibank

(轉讓後信用狀之最遲押匯日): Sep.30,2008

All documents must be presented for negotiation within 10 days after date of issuance of shipping documents but within credit expiry date. (轉讓後信用狀之單據提示期間)

Citibank reserves the right to withhold the advising of future amendments of this Master L/C to the second beneficiary.

Other 其他:

Please indicate "X" in ☐ whichever is applicable (請選擇適當者, 並註明"X"於空格)

☒ The transferring charges are for our account (本公司承擔轉讓相關費用)

☐ The transferring charges are for account of transferee (第二受益人承擔轉讓相關費用)

☐ Change name of applicant in respect of transferred credit as transferor for the following documents:

- ☐ Commercial Invoice ☐ Packing List ☐ Weight/Measurement Certificate
☐ Benef.Cert/Statement.....one set of non nego documents sent to applicant and ☐ others
(下列單據即 ☐ 商業發票 ☐ 裝箱單 ☐ 重量尺碼證明 ☐ 受益人證明書請...抄本單據逕寄原信用狀申請人
☐ 其他, 請變更原信用狀申請人名稱為轉讓人)

帳號 Account No: 5 0 1 2 3 4 5 6 7 8

聯絡人姓名: 曾小姐

Customer Contact Person:

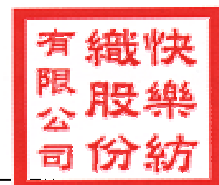
電話 Tel: (02)2000-0000ext 11

傳真 Fax: (02)2300-0000

Very truly yours,

The customer (Transferor).

申請人茲此簽署本申請書, 並確認申請人確已收到、了解並同意花旗銀行開戶條款內容(包括但不限於一般帳戶約定事項、當地條款及補充條款)及與本交易相關之一切文件及資料(包括花旗銀行標準申請書及切結書)下之條款, 尤其是存款往來開戶文件一般條款第9條「顧客資料」及補充條款第3條「客戶資料」之規定: 銀行有權揭露顧客之資料予特定之第三人。當地條款第9條「遵守電腦資料保護相關法令」之規定: 銀行得蒐集、處理及利用顧客之個人資料。當地條款第11條「委外處理」之規定: 銀行得委託第三人處理特定交易及服務。當地條款第12條「國際傳遞」之規定: 銀行得將類似洗錢客戶、受美國經濟制裁客戶及美商花旗銀行控管特殊身分等客戶資料依特定目的傳遞至特定之收受對象且銀行得將大額客戶存款名單及其存款餘額、主要利潤客戶名單等客戶資料依特定目的傳遞至特定之收受對象, 且各該收受對象得依法、主管機關或法律程序之要求得移轉及揭露該等資料及補充條款第4條「美國公司、法人及公民/居民或有美國永久居留權之申報義務及於本行之投資限制」之規定, 銀行有權揭露具有美籍身分客戶稅務資料予特定之第三人及美國稅務主管機關。



有權人簽章 Authorized Signature(s)



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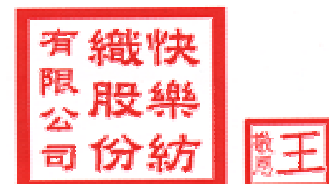
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Terms and Conditions

In addition to the foregoing, the Customer hereby agrees with Citibank (the "Bank") as follows:

1. This Application is submitted pursuant to, and the transactions contemplated hereby shall be governed by, the terms and conditions of that certain General Agreement for Banking Transactions and that certain Agreement for Letters of Credit/General Agreement for Letters of Credit (collectively, the "General Agreements") each entered into between the Customer and the Bank. The General Agreements are incorporated herein by reference and made a part hereof.
2. The Customer acknowledges that this Application and the transfer of the credit are governed by the various rules and regulations issued and/or amended from time to time by the Central Bank of China or other competent authorities. Notwithstanding its acceptance of this Application, the Bank shall not be obligated to transfer the credit which the Customer is not qualified to apply for under such applicable laws and regulations.
3. All instructions and correspondence with respect to this transferred credit shall be sent at the risk of the Customer and neither the Bank nor any of its agents shall be responsible for any inaccuracy, interruption, error or delay in transmission or delivery of the transferred credit.
4. Except as otherwise provided herein, the transferred credit is subject to the International Chamber of Commerce's Uniform Customs and Practice for Documentary Credits (version in force on the date of issuance of the letter of credit concerned).
5. The original credit shall be delivered to the Bank and the Bank will notify the new beneficiary (transferee) of the transferred credit. The Customer hereby undertake to deliver any and all amendments to the original credit, provided however that the Bank will not notify the transferee at such amendments unless otherwise instructed by the Customer.
6. Neither the Bank nor any of its other branches, subsidiaries, affiliates or correspondents shall be responsible for the description, quantity, quality or value the of the merchandise shipped under the transferred credit, nor for the correctness, genuineness or validity of the documents, nor for the general or particular conditions stipulated in the documents, nor for any other cause beyond control of the Bank.
7. At the request of the Bank, or upon or prior to the negotiation in connection with the transferred credit, the Customer shall deliver to the Bank the drafts and commercial invoices for not less than the invoice amount presented by transferee, drawn in accordance with the original credit, in order that these documents may be substituted for the transferee's drafts and invoices. Upon negotiation of the credit by the Bank, or receipt of payment from the issuing bank if the documents are presented on collection basis, the Bank shall pay to the Customer an amount equal to the difference represented by the Customer's and transferee's drafts after having deducted all relevant fees and handling charges. Should the Customer fail to hand to the Bank the drafts and invoices mentioned above, the Bank is authorized to forward the invoices and other documents accompanying the drafts of the transferee to the credit issuing bank without any responsibility to pay the Customer whatsoever.
8. Payment of the transferred credit will be effected by the Bank only if the Customer substitutes related documents in compliance with the original credit and presents them to the Bank for negotiation or collection basis, and is subject to final payment from the issuing bank. The Customer shall agree to indemnify the Bank and hold the Bank harmless from any costs, expenses, damages, liabilities or actions that the Bank may occur or suffer as a result of or in connection with the Bank's effecting the transfer damages, liabilities or actions as a result of or in connection with the failure or refusal to pay under the credit by the original credit issuing bank.

申請人茲此簽署本申請書, 並確認申請人確已收到、了解並同意花旗銀行開戶條款內容(包括但不限於一般帳戶約定事項、當地條款及補充條款)及與本交易相關之一切文件及資料(包括花旗銀行標準申請書及切結書)下之條款, 尤其是存款往來開戶文件一般條款第9條「顧客資料」及補充條款第3條「客戶資料」之規定: 銀行有權揭露顧客之資料予特定之第三人、當地條款第9條「遵守電腦資料保護相關法令」之規定: 銀行得蒐集、處理及利用顧客之個人資料、當地條款第11條「委外處理」之規定: 銀行得委託第三人處理特定交易及服務、當地條款第12條「國際傳遞」之規定: 銀行得將類似洗錢客戶、受美國經濟制裁客戶及美商花旗銀行控管特殊身分等客戶資料依特定目的傳遞至特定之收受對象且銀行得將大額客戶存款名單及其存款餘額、主要利潤客戶名單等客戶資料依特定目的傳遞至特定之收受對象, 且各該收受對象得依法、主管機關或法律程序之要求得移轉及揭露該等資料及補充條款第4條「美國公司、法人及公民/居民或有美國永久居留權之申報義務及於本行之投資限制」之規定, 銀行有權揭露具有美籍身分客戶稅務資料予特定之第三人及美國稅務主管機關。



有權人簽章 Authorized Signature(s)

本申請書後附之條款, 申請人可自行留存, 無須回傳。