

- ☐ Application for L/C Transfer with Substitution of Documents
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☐ 信用狀換單轉讓申請書
☐ 信用狀不換單轉讓申請書

To: Cathay United Bank
 致：國泰世華商業銀行

Date:

Dear Sir:

We (the "Applicant") hereby submit the application for L/C transfer with/without substitution of documents (the "Application") and agree to be bound by the terms and conditions set forth below. The details of the L/C transfer are as follows:

Transferable letter of credit No. (信用狀號碼): _____
 Issued on (開狀日期): _____
 Issued by (開狀銀行): _____
 For amount (信用狀金額): _____
 in favor of ourselves (as amended to this date)

We hereby authorize you to transfer the letter of credit to:

Advising Bank (通知銀行): _____
 Transferee (受讓人): _____
 Address & Tel no.: _____

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 below excepted terms.

1. Amount in figures/letters: _____
2. Description & quantities of goods: _____
3. Latest shipping date: _____
4. Expiry date: _____
5. Period for presentation of all documents: _____
6. Others: _____

Please note that your transfer fees and expenses are for:

- ☐ the Applicant's account (轉讓人負擔) ☐ the transferee's account (受讓人負擔)

Applicant Information (申請人資訊):
 Unified Business Number (統一編號):
 Contact Person (聯絡人):
 Tel. (電話):
 Address (地址):

Applicant (the transferor)
 申請人 (轉讓人)

Original Signature and Seals (請簽蓋原留印鑑)

主管： 經辦暨驗印：

TERMS AND CONDITIONS:

1. We acknowledge and agree that notwithstanding the acceptance of the Application, you shall not be obligated to transfer the L/C if we are not eligible to apply under applicable laws and regulations. The purpose of the Application is to transfer our rights in the credit, in whole or in part, with all amendments made to the L/C up to this date, to the transferee (up to the amount aforesaid) and the transferee shall have the transferred rights in the credit as the beneficiary thereof. However, it is understood that any subsequent amendment shall be advised to us and we shall at that time indicate to you whether or not they are also to be advised to the transferee, and therefore we agree to indemnify you against any consequence that may arise from any delay or omission in our instruction to you.
2. The transferee shall also be advised by you in such manner as you deem appropriate and after the transfer of L/C is noted on the original L/C which we are forwarding to you herewith, the L/C and a copy of your advice to the transferee shall be provided to us. Neither you nor any of your branches, subsidiaries, affiliates or agents shall be responsible for the description, quantity, quality or value of the goods under the transferred L/C, nor for the correctness, genuineness or validity of the documents, nor for the general or special conditions stipulated in the documents, nor for any other cause beyond your control.
3. It is understood that this transfer shall not become effective until you advise the transferee of the same, and no portion of the credit or of any amendments may be re-transferred; further, we agree to indemnify you with respect to all losses, damages and expenses of any kind which may be incurred directly or indirectly as a result of your actions taken pursuant to or for the purpose of this Application, and to pay in full, at your request, compensation for any such losses, damages or expenses.
4. At your request, or upon or prior to the negotiation of the transferred L/C, we shall deliver to you the drafts and commercial invoices for not less than the invoice amount presented by the transferee, drawn in accordance with the original L/C, in order that those documents may be substituted for the transferee's drafts and invoices. Upon negotiation of the L/C by you, or receipt of payment from the issuing bank if the documents are presented on a collection basis, you shall pay to us an amount equal to the difference represented by our and transferee's drafts after deducting all relevant fees and handling charges. Should we fail to hand you the drafts and invoices mentioned above, you shall be authorized to forward the invoices and other documents accompanying the drafts of the transferee to the credit issuing bank without any responsibility to pay us whatsoever.
5. Subject to final payment from the issuing bank, payment of the transferred credit will be effected by you only if we substitute relevant documents in compliance with the original L/C and present all of them to you for negotiation or collection. We agree to indemnify you with respect to any loss, damage, expense or action that may arise from or in connection with your effecting the transfer or failure or refusal to pay under the L/C by the original issuing bank.
6. We agree you may pursuant to law or the requirements of the competent authorities, provide our loan information to a third party for inquiry, and agree that you may provide our credit investigation report, loan information (including past-due debts, collection debts and bad debts records), and financial, bills and credit information to the Joint Credit Information Center (the "JCIC") for profiling, and further agrees this profiling information may be available to the financial institution members of the JCIC.
7. We agree you and the JCIC, Taiwan Clearing House, the National Credit Card Center of R.O.C. (NCCC), Financial Information Services Co., Ltd., credit guarantee institutions established as approved by the government, parties assigned with (including re-assigned) and/or participating in (or intending to be assigned with and/or participate in) the loans in which you are a debtor or creditor, debt appraisal specialists, parties appointed by you to handle matters on its behalf, financial institutions you are dealing with, or other local or foreign institutions handling financial matters (including the Society for Worldwide Interbank Financial Telecommunication, SWIFT) may, to the extent consisting with their scope of business or special purposes such as business needs set forth in the articles of association, collect, process, use and cross-broader transfer information about us. We are willing to notify you when there is a change to this information. In case we are a legal person, this information should include the personal information of our responsible person.
8. The relevant information provided by us for this application shall be used in accordance with other relevant agreements with you (if any). We further grants authorization and agrees that you and any financial institutions we deal with (or dealt with) may, for purposes of the evaluation of the credit risks and regulatory compliance (including compliance with applicable international regulations), collect, process, use and cross-border transfer with each other the relevant information provided by us to you or to the aforementioned financial institutions for conducting financial businesses and services. You may not use any of such information for purposes other than the above, unless otherwise agreed by us.
9. THIS TRANSFER OF L/C UNDER THE APPLICATION SHALL BE SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AS MOST RECENTLY PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.