

To: **The Hongkong and Shanghai Banking Corporation Limited**
Hong Kong

POWER OF ATTORNEY (For Opening Back-To-Back Documentary Credit)

We

of

(including our successors and assigns), hereby appoint The Hongkong and Shanghai Banking Corporation Limited (the "**Bank**", which expression shall include its successors and assigns) and any other person whom the Bank may appoint for the purpose jointly and each of them severally to be our true and lawful attorney (hereinafter called the "**Attorney**") and in our name or in the name of the Attorney or otherwise from time to time and at any time to do all or any of the following acts deeds matters and things as the Attorney may think fit:

1. to keep any Master DC and any amendment or amendments thereto as security for the performance of the obligations owed by us to the Attorney under the Master DC and/or the Back-to-Back DC;
2. to sign and deliver any application or applications to the Bank for the establishment of Back-to-Back DC;
3. to accept and pay any drafts and/or documents presented under any Back-to-Back DC, to give consent to the release any letters of guarantee/indemnity held by the negotiating banks or any other banks in relation to the documents presented under any Back-to-Back DC, or to arrange to have any drafts and/or documents presented or received under any Back-to-Back DC to be retired or settled to the debit of our account or accounts with any office or branch of the Bank;
4. to waive compliance of any requirement and/or to cancel the whole or any unused balance of any Back-to-Back DC, including to accept and/or to effect payment under the Back-to-Back DC irrespective of discrepancies or irregularities in the presented documents;
5. to prepare, sign, execute, complete, draw, endorse and amend all such statements, certificates, contracts, indemnities, agreements, undertakings, bills of exchange, promissory notes, invoices, packing lists, weight lists, demands and/or other documents as required under any Master DC and to endorse all such bills of lading, air waybills, insurance policies, certificates, documents of title and/or other documents as required under any Master DC;
6. to exercise all our rights in connection with any Master DC or any Back-to-Back DC and generally to make any presentation or file any claim, take any lawful action or institute any proceedings in relation to the Master DC;
7. to utilise and/or retrieve any documents, if applicable, presented under the Back-to-Back DC for the purpose of drawing the corresponding Master DC;
8. to present documents to the Bank or any other banks for negotiation or payment under any Master DC, to request waiver of compliance with any requirement of any Master DC, including, to tender discrepant documents and to sign, give and execute any indemnity, letters of guarantee or undertake any other obligations to the issuing bank or other relevant persons in respect of discrepancies or irregularities in the documents with the terms of any Master DC;
9. to initiate, put forward, consent to and/or reject any proposal for amendment or cancellation of any Master DC;
10. to cover insurance against loss or damage and fire and/or to fix foreign exchange rates;
11. to apply to Hong Kong Government or any chambers of commerce or other competent authorities or institutions for the issue of export licences, import licences, certificates of origin, health certificates and other certificates or licences required by the Master DC or the laws of the Hong Kong Special Administrative Region;
12. to arrange to have the invoices or other documents to be countersigned, notarised or legalised by the consuls or trade commissioners of any overseas countries or places or notarised as required by the Master DC;
13. to pay any freights, insurance premiums, fees, duties, commissions, wharf charges, storage charges and other expenses incurred to the debit of our account or accounts with any office or branch of the Bank;
14. to arrange to have the goods merchandise or articles to be stored in any godowns or transit or bonded godowns and to be transported to the final destinations by aircraft vessels railroads or by parcel post or deal with the goods in other manner and to obtain any mate's receipts, bills of lading, air waybills, parcel post receipts, delivery orders or other transport receipts, documents or title documents therefor;
15. to hold the proceeds arising from any payment, negotiation, prepayment, purchase or advance by the Bank or any other banks in respect of the drafts and/or documents drawn or presented under any Master DC for any purposes deemed appropriate and apply the proceeds for settlement of the drawing(s) under, and/or our obligations and liabilities owed to the Attorney arising out of or in connection with, any Back-to-Back DC or to defray any expenses and/or charges incurred; and
16. in general to do all other acts, deeds, matters and things whatsoever that the Attorney may consider desirable for or conducive to (i) the drawing of, or collection of payment under, any Master DC or (ii) the discharge of the obligations and liabilities owed by us to the Attorney under the Master DC and/or the Back-to-Back DC.

In this Power of Attorney:

- (a) "**DC**" means any documentary credit however named (whether or not transferable and including any standby letter of credit);
- (b) "**Back-to-Back DC**" means any DC issued by the Bank at any time at our request or for our account against a Master DC or otherwise relates to a Master DC;
- (c) "**Master DC**" means any DC which is at any time issued in favour of us or transferred to us as beneficiary and which is at any time lodged or deposited with or held by the Bank.

We hereby further grant to the Attorney full power and authority to substitute, delegate and appoint in its place one or more attorney or attorneys to exercise for us as the Attorney any or all the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute, delegate or appoint any other or others in the place of such attorney or attorneys as the Attorney shall from time to time think fit.

We hereby ratify and confirm and promise at all times to allow ratification and confirmation to all and whatsoever the Attorney or its substitute(s) or delegate(s) shall lawfully do or cause to be done as our Attorney including anything which shall be done between the revocation of this Power of Attorney subject to the provisions hereinafter appearing and notice of such revocation reaching the Attorney and its substitute(s) or delegate(s) AND we hereby agree to indemnify the Attorney and its substitute(s) or delegate(s) against all costs charges expenses and losses which the Attorney and its substitute(s) or delegate(s) may incur in the lawful execution of the powers hereby conferred upon the Attorney and its substitute(s) or delegate(s).

AND WE HEREBY FURTHER DECLARE that this Power of Attorney is given by way of security for the performance of the obligations owed by us to the Attorney under or in connection with each Master DC and each Back-to-Back DC and shall be irrevocable (despite our bankruptcy, liquidation or other incapacity whatsoever) so long as any of the aforesaid obligations remain undischarged and the consent for the revocation of this Power of Attorney is withheld and not given by the Attorney.

This Power of Attorney is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts. No person other than the Bank and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Power of Attorney.

Dated this day of .

EXECUTED AS A DEED on the date specified above

Customer

SEALED with the Common Seal of	Authorised Signature(s)
	X
	Name(s) of Authorised Signatory(ies)

Witness

Signature	Identification Document Type and Number
	Occupation
	Address
X	
Full Name (in Block Letters)	

(Where the Customer does not have common seal or the common seal is not affixed to this Power of Attorney) **Executed as a deed by the Customer and signed by:**

Name of Director	Name of Director/Company Secretary
Signature of Director	Signature of Director/Company Secretary
X	X

Witness

Signature	Identification Document Type and Number
	Occupation
	Address
X	
Full Name (in Block Letters)	