

China Merchants Bank New York Branch FX Remittance Agreement

This FX Remittance Agreement (“Agreement”) contains the terms and conditions under which the New York Branch of China Merchants Bank (“CMBNY”) will receive foreign currency denominated payments for credit to your account on the books of CMBNY in US dollars and under which CMBNY will make foreign currency denominated payments to beneficiaries designated by you (the “Service”). In order to use this Service, you must execute and deliver to CMBNY the authorization letter, a copy of which is contained in Exhibit A of this Agreement.

1. Foreign currency funds receivable service

Your counterparties may transfer foreign currency (non-US dollar) denominated funds to your US Dollar account in CMBNY. The funds will be converted from the foreign currency transferred to us to US Dollars that will be credited to your account on the books of CMBNY. CMBNY will provide you with an advice of credit to your account. The exchange rate used for the conversion of funds into US dollars shall be the effective rate obtained by CMBNY from the global market. Such rate may differ from the daily rate on the rate distribution sheet sent by CMBNY to you. Exhibit B provides list of foreign currencies of such receivable service and remittance routing information of each currency.

2. Foreign currency funds payable service

You may make a foreign currency denominated funds transfers using your US dollar account on the books of CMBNY. Exhibit C provides the list of foreign currencies of such payable service. In using this Service, you will receive daily from CMBNY a list of foreign exchange rates for transfers of funds in the listed currencies. Generally, these daily rates will be applied to the payments with amount below 1 million US dollars or equivalent. If the amount of the payment exceeds 1 million US dollars or equivalent, a real-time exchange rate from global market will be automatically applied to initiate a foreign currency denominated payment. You must submit a completed wire transfer application form to CMBNY. You may either specify the amount of foreign currency you want transferred or specify the US dollar amount you want transferred and the currency in which the payment is to be transferred. Your US dollar account will be debited with an amount required to make the foreign currency transfer you have requested plus any wire transfer charges. CMBNY will convert the amount of US dollars required to make your foreign currency denominated payment. You will be provided with a debit advice of your account stipulating the wire amount in US dollars and charges incurred with respect to the wire transfer. We may use agents and correspondent banks in transferring your funds to the beneficiary.

3. International transfer of funds

If a transaction is to be handled under any general or specific statute, rule, regulation or license of the United States or any agency of the United States, it is understood that the transaction shall be subject to such statute, rule, regulation or license.

4. Cut-off time

If a payment order is not submitted by the cut-off time established by CMBNY for a wire transfer (please see Conditions Applicable to Wire Transfers), the transfer of funds may not be wired on the date you requested and may be cancelled by CMBNY.

5. Cancellation of foreign currency denominates payment

- (a) **Cancellation by customer.** You may cancel a foreign currency denominated payment if CMBNY has not started execution of such payment instruction.
- (b) **Cancellation by CMBNY.** CMBNY may cancel a foreign currency denominated payment if: (i) you do not provide CMBNY documents required by local law or regulation in order to settle the transaction, (ii) it becomes unlawful to convert the currency to be paid into the currency to be delivered or to deliver that currency to accounts of the type specified by you in your payment instruction, or (iii) for any other reason in the sole discretion of CMBNY.

6. Return of funds

If the beneficiary's bank does not pay the beneficiary specified on the payment order and returns or rejects the payment, CMBNY will credit your account with the US dollar amount received from our correspondent bank. The exchange rate used for the conversion of funds into US dollars shall be the effective rate obtained by CMBNY from global market. Such rate may differ from the daily rate on the rate distribution sheet sent by CMBNY to you.

7. Customer acknowledgements

You agree that:

1. You have established a US dollar transactional account on the books of CMBNY and entered into an agreement with CMBNY regarding that account, including addressing such matters and security procedures, interest, funds availability, account statements, overdrafts, information necessary to satisfy anti money laundering matters (including a Patriot Act section 326 notice regarding submission of additional information) and the like.

2. All of your transactions involving this Service are for business and not personal purposes; and
3. The terms and conditions of this Agreement will prevail over any other Agreement between China Merchants Bank or CMBNY and you.

8. Amendments

CMBNY may amend or supplement these terms and conditions of this Agreement on written, including electronic, notice to you. Any such amend or supplement shall be effective on the date specifies in such notice or, if no date is specified, upon receipt of the notice by you.

9. Termination of Service

CMBNY may terminate the Service provided to you under this Agreement. If CMBNY terminates the Service, CMBNY will specify the date the Service will be terminated, liquidate all transactions that have not been settled and credit any funds owing to you to your US dollar account on the books of CMBNY.

10. Indemnification

You agree to indemnify CMBNY against any actions, claims, demands, or proceedings which may be brought against CMBNY, any losses, costs, damages, expenses (including attorneys' fees and expenses of litigation), liabilities incurred or sustained by CMBNY arising out of or in connection with the proper performance of CMBNY's regulatory and other duties under these terms and conditions, your instructions or your failure to perform any of your obligations under this Agreement.

11. No third party beneficiary

Any transactions under this Agreement do not create any rights or benefits in or obligation to any person other than CMBNY and you. There shall be no third party beneficiaries of these terms and conditions and transactions under this Service.

12. Force majeure

CMBNY or you shall be excused from the performance of an obligation under these terms and conditions to that extent that CMBNY or you is prevented or hindered from or delayed in performing in whole or in part any such obligation caused by the other party, an event of force majeure, act of God, earthquake, fire, flood, war, terrorism, civil, industrial or military disturbance, sabotage, epidemic, riot loss or malfunction of utilities or communications services (including the SWIFT network), the operation of any cash management system, the imposition of foreign currency exchange

control, court order, act of civil or military authority or governmental, judicial or regulatory action or legal or regulatory authority.

13. Limitation of liability

CMBNY will not be liable for any loss or damage due to the failure, delay or error in respect to any transactions covered by these terms and conditions. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE, INCLUDING ATTORNEY FEES, SUFFERED BY YOU IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE CONDITIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH DAMAGES MIGHT BE INCURRED AND OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, WHETHER OR NOT CMBNY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Severability

If any of these terms and conditions is held to be invalid, illegal or unenforceable, the other terms and conditions shall not be impaired or affected.

15. No waiver

No failure or delay on the part of CMBNY in exercising any right under these terms and conditions shall operate as a waiver of or impair any such right. No single or partial exercise of any such right shall preclude any other or further exercise of any rights.

16. Governing law and jurisdiction

These terms and conditions are governed by and shall be construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws laws to the extent permitted statute, including Article 4A of the Uniform Commercial Code as adopted in the State of New York. Any action against CMBNY arising from or relating to your access to and use of this Service and the provisions of these terms and conditions must be brought by you in state or federal court located in the State of New York, County of New York. You consent to the jurisdiction and venue of the state and federal courts located within the State of New York, County of New York, for the adjudication of all claims by CMBNY against you arising from or relating to your access to and use of this service and the provisions of these terms and conditions.

China Merchants Bank

New York Branch

[Date]

By _____
Name

Title

Authorized signatures by the Bank

Exhibit A

China Merchants Bank FX Remittance Agreement

Dear Sirs:

By this authorization letter, we agree to the terms and conditions set out the FX Remittance Agreement issued by the New York Branch of China Merchants Bank. We authorize CMBNY to enter into an FX transaction for us related to the relative wire transfer applications without submitting of Power of Attorney.

Very truly yours,

By _____
Name

Title

Name of customer

Exhibit B

Foreign currencies and remittance routing information for foreign currency funds receivable service
provided by New York Branch of China Merchants Bank

Please provide the following remittance information to your counterpart who will make the listed
foreign currency payments to you.

HKD

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|-----------------------|---|
| 56a/Intermediary Bank | CMBCHKHHXXX |
| 57a/Account With Bank | CMBCUS33XXX |
| 59a/Beneficiary | /100***** **** CO., LTD. 【Please provide your account number and name with CMBNY】 |

CNY

| | |
|-----------------------|---|
| 56a/Intermediary Bank | /CN989584001207 BKCHHKHHXXX |
| 57a/Account With Bank | CMBCUS33XXX |
| 59a/Beneficiary | /100***** **** CO., LTD. 【Please provide your account number and name with CMBNY】 |

For the currencies listed below:

| | |
|-----------------------|---|
| 56a/Intermediary Bank | DEUTGB2LXXX |
| 57a/Account With Bank | CMBCUS33XXX |
| 59a/Beneficiary | /100***** **** CO., LTD. 【Please provide your account number and name with CMBNY】 |

Exhibit C

Foreign Currencies for Funds Receivable and Payable Service

1. Currency Type Receivable

| # | Curr. | Currency Name |
|----|-------|-----------------------------|
| 1 | AED | United Arab Emirates Dirham |
| 2 | AUD | Australian Dollar |
| 3 | BGN | Bulgarian Lev |
| 4 | BHD | Bahraini Dinar |
| 5 | CAD | Canadian Dollar |
| 6 | CHF | Swiss Franc |
| 7 | CZK | Czech Koruna |
| 8 | DKK | Danish Krone |
| 9 | DZD | Algerian Dinar |
| 10 | EUR | Euro |
| 11 | GBP | British Pound |
| 12 | HRK | Croatian Kuna |
| 13 | HUF | Hungarian Forint |
| 14 | ILS | Israeli New Shekel |
| 15 | JOD | Jordanian Dinar |
| 16 | JPY | Japanese Yen |
| 17 | KES | Kenyan Shilling |
| 18 | KWD | Kuwaiti Dinar |
| 19 | LTL | Lithuanian Litas |

| # | Curr. | Currency Name |
|----|-------|----------------------|
| 20 | MAD | Moroccan Dirham |
| 21 | MUR | Mauritian Rupee |
| 22 | MXN | Mexican Peso |
| 23 | NOK | Norwegian Krone |
| 24 | NZD | New Zealand Dollar |
| 25 | OMR | Omani Rial |
| 26 | PLN | Polish Zloty |
| 27 | QAR | Qatari Riyal |
| 28 | RON | Romanian Leu |
| 29 | RSD | Serbian Dinar |
| 30 | RUB* | Russian Ruble |
| 31 | SAR | Saudi Riyal |
| 32 | SEK | Swedish Krona |
| 33 | SGD | Singaporean Dollar |
| 34 | THB | Thai Baht |
| 35 | TND | Tunisian Dinar |
| 36 | TRY | Turkish New Lira |
| 37 | USD | United States Dollar |
| 38 | ZAR | South African Rand |

2. Currency Type Payable:

| # | Curr | Currency Name |
|----|-------|-----------------------------------|
| 1 | AED | United Arab Emirates Dirham |
| 2 | ALL | Albanian Lek |
| 3 | AMD | Armenian Dram |
| 4 | ANG | Netherlands Antillean Guilder |
| 5 | AOA | Angolan Kwanza |
| 6 | ARS** | Argentine Peso |
| 7 | AUD | Australian Dollar |
| 8 | AZN | Azerbaijan New Manat |
| 9 | BAM | Bosnia Herzegovina Marka |
| 10 | BBD | Barbadian Dollar |
| 11 | BDT* | Bangladeshi Taka |
| 12 | BGN | Bulgarian Lev |
| 13 | BHD | Bahraini Dinar |
| 14 | BIF | Burundian Franc |
| 15 | BMD | Bermudian Dollar |
| 16 | BND | Brunei Dollar |
| 17 | BOB | Bolivian Boliviano |
| 18 | BRL** | Brazilian Real |
| 19 | BSD | Bahamian Dollar |
| 20 | BWP | Botswana Pula |
| 21 | BYR* | Belarusian Ruble |
| 22 | BZD | Belize Dollar |
| 23 | CAD | Canadian Dollar |
| 24 | CDF | Congolese Franc |
| 25 | CHF | Swiss Franc |
| 26 | CLP** | Chilean Peso |
| 27 | CNH | Chinese Yuan (Off-Shore Renminbi) |
| 28 | CNY* | Chinese Yuan (Renminbi) |
| 29 | COP** | Colombian Peso |
| 30 | CRC* | Costa Rican Colon |
| 31 | CVE | Cape Verde Escudo |
| 32 | CZK | Czech Koruna |
| 33 | DJF | Djibouti Franc |
| 34 | DKK | Danish Krone |
| 35 | DOP* | Dominican Peso |
| 36 | DZD | Algerian Dinar |
| 37 | EGP | Egyptian Pound |

| # | Curr | Currency Name |
|-----|------|------------------------|
| 66 | KYD | Cayman Island Dollar |
| 67 | KZT | Kazakhstani Tenge |
| 68 | LAK | Laos Kip |
| 69 | LBP | Lebanese Pound |
| 70 | LKR | Sri Lankan Rupee |
| 71 | LRD | Liberian Dollar |
| 72 | LSL | Lesotho Loti |
| 73 | LTL | Lithuanian Litas |
| 74 | MAD | Moroccan Dirham |
| 75 | MGA | Malagsy Ariary |
| 76 | MKD | Macedonian Denar |
| 77 | MNT | Mongolian Tugrik |
| 78 | MRO | Mauritanian Ouguiya |
| 79 | MUR | Mauritian Rupee |
| 80 | MWK | Malawian Kwacha |
| 81 | MXN | Mexican Peso |
| 82 | MYR* | Malaysian Ringgit |
| 83 | MZN* | Mozambican Metical |
| 84 | NAD | Namibian Dollar |
| 85 | NGN | Nigerian Naira |
| 86 | NIO | Nicaraguan Cordoba |
| 87 | NOK | Norwegian Krone |
| 88 | NPR | Nepalese Rupee |
| 89 | NZD | New Zealand Dollar |
| 90 | OMR | Omani Rial |
| 91 | PEN | Peruvian Nuevo Sol |
| 92 | PGK | Papua New Guinean Kina |
| 93 | PHP | Philippine Peso |
| 94 | PKR* | Pakistani Rupee |
| 95 | PLN | Polish Zloty |
| 96 | PYG | Paraguayan Guarani |
| 97 | QAR | Qatari Riyal |
| 98 | RON | Romanian Leu |
| 99 | RSD | Serbian Dinar |
| 100 | RUB* | Russian Ruble |
| 101 | RWF | Rwandan Franc |
| 102 | SAR | Saudi Riyal |

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|----|------|--------------------|
| 38 | ERN* | Eritrean Nakfa |
| 39 | ETB* | Ethiopian Birr |
| 40 | EUR | Euro |
| 41 | FJD | Fijian Dollar |
| 42 | GBP | British Pound |
| 43 | GEL | Georgian Lari |
| 44 | GHS | Ghanaian Cedi |
| 45 | GMD | Gambian Dalasi |
| 46 | GNF | Guinean Franc |
| 47 | GTQ | Guatemalan Quetzal |
| 48 | GYD | Guyanese Dollar |
| 49 | HKD | Hong Kong Dollar |
| 50 | HNL | Honduran Lempira |
| 51 | HRK | Croatian Kuna |
| 52 | HTG | Haitian Gourde |
| 53 | HUF | Hungarian Forint |
| 54 | IDR | Indonesian Rupiah |
| 55 | ILS | Israeli New Shekel |
| 56 | INR* | Indian Rupee |
| 57 | IQD | Iraqi Dinar |
| 58 | ISK | Icelandic Krona |
| 59 | JMD | Jamaican Dollar |
| 60 | JOD | Jordanian Dinar |
| 61 | JPY | Japanese Yen |
| 62 | KES | Kenyan Shilling |
| 63 | KHR | Cambodian Riel |
| 64 | KRW* | South Korean Won |
| 65 | KWD | Kuwaiti Dinar |

| | | |
|-----|-------|--|
| 103 | SBD | Solomon Islands Dollar |
| 104 | SCR | Seychelles Rupee |
| 105 | SEK | Swedish Krona |
| 106 | SGD | Singaporean Dollar |
| 107 | SLL | Sierra Leonean Leone |
| 108 | SRD | Surinamese Dollar |
| 109 | STD | Sao Tome & Principe Dobra |
| 110 | SZL | Swaziland Lilangeni |
| 111 | THB | Thai Baht |
| 112 | TND | Tunisian Dinar |
| 113 | TOP | Tonga Pa'anga |
| 114 | TRY | Turkish New Lira |
| 115 | TTD | Trinidad & Tobago Dollar |
| 116 | TWD* | Taiwan Dollar |
| 117 | TZS | Tanzanian Shilling |
| 118 | UGX | Ugandan Shilling |
| 119 | USD | United States Dollar |
| 120 | UYU | Uruguayan Peso |
| 121 | VEF** | Venezuelan Bolivar Fuerte |
| 122 | VND* | Vietnamese Dong |
| 123 | VUV | Vanuatu Vatu |
| 124 | WST | Samoan Tala |
| 125 | XAF* | Central African States CFA Franc BEAC |
| 126 | XCD* | East Caribbean Dollar |
| 127 | XOF* | Central African States CFA Franc BCEAO |
| 128 | XPF | Tahitian Franc |
| 129 | ZAR | South African Rand |
| 130 | ZMW | Zambian Kwacha |