

Standard Chartered Bank (China) Limited 渣打银行(中国)有限公司

Application for Issuance of Guarantee (BG) / Standby Letter of Credit (SBLC) 出具保函 (BG) / 备用信用证 (SBLC) 申请书

Please issue a BG/SBLC 请签发保函/备用信用证	as per the attached <u>signed</u> BG / SBLC format. 根据所附已签署的保函/备用信用证格式。 as per the pre-approved template OR previously issued BG / SBLC format 根据先前批准的模板或先前签发过的保函/备用信用证格式 with the Bank Ref : 银行参考号: _____	For Bank Use 银行专用 Ref No.参考号: :	
Applicant: 申请人: Tel: 电话: Contact Person: 联系人: Email: 电邮:	Beneficiary: 受益人: Tel: 电话: Contact Person: 联系人: Email: 电邮: Is the Beneficiary a Related Party ¹ ? Yes No 受益人是否为关联方 ¹ ? 是 否		
Issuance Instructions: 签发指示: Issue a BG / SBLC to the Beneficiary. 签发保函/备用信用证给受益人。 Instruct the Bank's branch / subsidiary / preferred correspondent bank in the Beneficiary's location to issue a BG / SBLC to the Beneficiary on the Applicant's behalf. 指示银行的分行/子行/受益人所在地优选的代理行为申请人向受益人签发保函/备用信用证。 Other Instructions: 其他指示:			
Issue by: 签发方式:	SWIFT Courier 快递	Mail 邮件	Hold for our collection 留待领取
Advising Bank: 通知行:			

¹A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Applicant, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. "Control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "Controlled" by the first person. 关联方是指通过一个或多个中间机构, 直接或间接, 控制申请人或被申请人控制或共同由申请人控制的人士, 包括与关联方相关的人士。关联方相关人士包括(但不限于): (a) 自然人关联方的亲属, (b) 公司关联方的董事和股东, 及他们的亲属, (c) 由与关联方相关的人士控制的公司实体, (d) 以关联方或其相关人士为受益人的信托的受托人, (e) 关联方的合伙人。“控制”指一方(直接或间接, 通过股权份额, 投票权, 合同约定或其他方式) 有权任命和/或解除另一方的管理机构的多数成员, 或以其他方式控制或有权控制该另一方的事务或政策, 在此情况下, 该等另一方可视为被前一方所控制。

Key Terms in the BG/ SBLC 保函/备用信用证关键条款
See attached <u>signed</u> BG / SBLC format 参见所附已签署的保函/备用信用证格式 OR 或 Key Terms to be inserted 加入以下关键条款 Currency & Amount: 币种和金额: Expiry Date (<i>dd/mm/yy</i>): 到期日 (日期/月份/年份): Expiry at (location): 到期地点:
Applicable Rules: 适用规则: URDG (<i>BG only</i>) UCP 600 ISP98 (<i>SBLC only</i>) URDG (仅限保函) ISP98 (仅限备用信用证)
Other Instructions: 其它指示: Debit your charges from our account number: 从本公司如下账户内扣除手续费, 账号: _____ Others (<i>please specify</i>): 其它 (请列明) :

<p>In this Application Form, the “Bank” means Standard Chartered Bank (China) Limited, with whom the Applicant has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time. 在本申请表中，银行指渣打银行（中国）有限公司，申请人与之已签署本申请表提及的银行融资或服务协议，该协议可不时变更。</p> <p>The Applicant agrees to be bound by (a) the Standard Terms, General Trade Terms and the relevant Trade Service Supplements, (b) the Global Master Trade Terms or (c) such other terms as agreed between parties, as the same may be updated or amended from time to time. 申请人同意受以下文件约束：(a) 标准条款，一般贸易条款，以及相关的贸易服务补充协议；(b) 全球主贸易条款，或 (c) 双方约定的其他条款，包括对前述文件不时做出的更新和修改。</p> <p>The Applicant acknowledges: (1) it has read and agrees to the tariff table (including any amendment from time to time) published by the Bank in its official website, in particular the fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form; and (2) it has received and agreed to the latest fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form as provided by the Bank via email or otherwise in writing. 申请人确认：(1) 其已阅读并同意银行在其官方网站公布的《服务收费标准》（包括不时的更新），特别是其中就本申请表项下交易 / 服务所规定之收费标准；以及(2) 其已收悉并同意银行另行通过电子邮件或其他书面形式向其通知的针对本申请表项下交易 / 服务的最新收费标准和方式。</p>	<p>Date: 日期:</p>	
<p>S.V. 签字核准</p>	<p>Applicant’s Signature(s) and Stamp 申请人签署及盖章</p>	

本贸易服务补充协议是对一般贸易条款的补充¹。

1. 客户可以在申请表中选择ISP98或UCP（跟单信用证统一惯例）或其他本行接受的法律是否适用于备用信用证。如果客户未做出选择，本行保留不予出具备用信用证的权利。
2. 客户可以在申请表中选择ISP98或URDG或本行接受的任何法律是否适用于保函。如果客户未做出选择，本行保留不予出具保函的权利。
3. 以下条款适用于本行或本行的代理行根据客户的指示或代表客户出具保函或备用信用证。
 - (a) 一经做出保函或备用信用证项下的任何索款要求，本行会尽快通知客户，但本行无需等待客户指示即可承兑保函或备用信用证项下的索款要求。
 - (b) 本行可安排任何代理行按照本行或代理行可能确定的条款出具保函或备用信用证。本行可为代理行出具反担保函或保赔函。
 - (c) 如果本行或代理行必须按照保函或备用信用证条款向任何人付款，客户在任何情况下均不会主张该等款项未到期应付或者不该做出该等支付。
 - (d) 如果本行为代理行出具备用信用证，反担保函或保赔函，并且如果代理行出具的保函或备用信用证适用本行所在辖区以外的其它辖区的法律，本行可以在出具该备用信用证，反担保函或保赔函之前（由客户支付费用）获得由对保函或备用信用证具有管辖权的辖区内的律师出具的法律意见书，以确认保函或备用信用证的效力和约束性。

¹如果客户已经签署了全球主信贷条款（非承诺性）和全球主贸易条款或一般银行业务条款与条件（“一般银行业务条款与条件”），本贸易服务补充协议不适用。本服务的适用条款，请参考全球主贸易条款或一般银行业务条款与条件。

This Trade Service Supplement supplements the General Trade Terms¹.

1. You may in the Application Form select whether ISP98 or UCP, or any law acceptable to Us will apply to the SBLC. If no selection is made, We reserve the right not to issue the SBLC.
2. You may in the Application Form select whether ISP98, or URDG or any law acceptable to Us will apply to the guarantee. If no selection is made, We reserve the right not to issue the guarantee.
3. The following provisions apply to any SBLC, or guarantee We or Our Correspondent Bank issues on Your Instruction or otherwise on Your behalf.
 - (a) If a demand is made under the SBLC, or guarantee, We will Notify You as soon as reasonably practicable but We do not need to wait for Your Instructions to honour a claim under the SBLC, or guarantee.
 - (b) We may arrange for the SBLC, or guarantee to be issued by any Correspondent Bank on such terms as We or such Correspondent Bank may decide. We may issue a counter-guarantee or counter-indemnity in favour of such Correspondent Bank.
 - (c) You will not in any circumstances claim that such payment was not due or should not have been made if We or Our Correspondent Bank have to make a payment to any person pursuant to the terms of the SBLC, or guarantee.
 - (d) **If We issue a SBLC, counter-guarantee or counter-indemnity in favour of a Correspondent Bank and if the governing law of the SBLC, or guarantee to be issued by the Correspondent Bank is of a different jurisdiction from where We are located, prior to Our issuance of such SBLC, counter-guarantee or counter-indemnity, We may (at Your cost) obtain a legal opinion from a lawyer in the jurisdiction where the SBLC, or guarantee is governed, confirming the validity and binding nature of the SBLC, or guarantee.**

¹This Trade Service Supplement shall not apply if You have signed the Banking Facility Letter with the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the General Banking Terms and Condition ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.