

Standard Chartered Bank (Taiwan) Limited渣打國際商業銀行股份有限公司

Application for Issuance of Guarantee (BG) / Standby Letter of Credit (SBLC)

簽發保證函 (BG) / 擔保信用狀 (SBLC) 申請書

☐ Branch / 分行

☐ OBU / 國際金融業務分行

For Bank Use 銀行專用

Ref No.: 參照號碼:

Please issue a BG/SBLC
請依照下列方式簽發保證函/
擔保信用狀

☐ as per the attached signed BG / SBLC format.
後附經簽署保證函/擔保信用狀格式

☐ as per the pre-approved template OR previously issued BG / SBLC format with the
Bank Ref:

先前核准之範本或貴行先前簽發之保證函/擔保信用狀 格式(銀行參照號碼為:
☐ as per Bank Standard format.
依照貴行標準範本

Applicant: 申請人:

Tel:
電話:

Contact Person:
聯絡人:

Ref:
參照號碼:

Beneficiary: 受益人:

Tel:
電話:

Email:
電郵:

Contact
Person:
聯絡人:

Is the Beneficiary a Related Party¹? ☐ Yes ☐ No
受益人是否為關係人¹? 是 否

☐ Application for Sustainable Finance Transaction 申請永續金融交易

ESG / Sustainability document attached:

檢附環境保護, 社會責任及公司治理(ESG)/永續發展文件:

¹ A 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. / 關係人係指直接或間接, 透過一個(或一個以上)之中介機構控制申請人、受控於申請人、或與申請人受到共同控制之人, 且包括與該關係人有關連之人。與該關係人有關連之人包括(但不限於): (a)如該關係人為自然人, 該自然人之親戚; (b)如該關係人為法人, 該法人之董事及股東, 以及此等人之親戚; (c)與關係人有關連之人所控制之法人; (d)以關係人或與關係人有關連之人為受益人之信託的信託受託人; (e)關係人之合夥人。



Issuance Instructions: 開狀指示:

- ☐ Issue a BG / SBLC to the Beneficiary.
根據本申請書及所附格式向受益人開發一份保證函/擔保信用狀
- ☐ Instruct the Bank's affiliate (or relevant branch thereof) / preferred correspondent bank in the Beneficiary's location to issue a BG / SBLC to the Beneficiary on the Applicant's behalf.
指示貴行之關係企業(或其相關分支機構)/受益人所在地之金融機構代表開狀人向受益人開發一份保證函/擔保信用狀
- ☐ Other Instructions:
其他指示:

Issue by: ☐ SWIFT ☐ Courier ☐ Hold for our collection ☐ Others (Please specify):

開狀方式: 快速 留待領取 其他(請詳述)

Advising Bank:
通知行:

Available With (Mandatory for SBLC):
指定通知行(擔保信用狀必填):

Key Terms in the BG / SBLC 保證函/擔保信用狀主要條款

☐ Key Terms to be inserted
主要條款

Purpose of BG / SBLC:
保證函/擔保信用狀之目的

Place of Project:
專案計畫地點

Currency & Amount:
幣別及金額

Expiry Date (dd/mm/yy):
到期日 (日/月/年):

Expiry at (location):
到期 (地點):

Auto extension / no expiry date
自動展延/無到期日

Applicable Rules: 適用規則: ☐ URDG (BG only) 即付保證函統一規則 (僅限保函) ☐ UCP 600 (SBLC only) 跟單信用狀統一慣例 (僅限擔保信用狀) ☐ ISP98 (SBLC only) 國際擔保函慣例 (僅限擔保信用狀) ☐ None 無 ☐ Others (Please specify): 其他(請詳述)		
Other Instructions: 其他指示: ☐ Debit your charges from our account number: 從本公司下列帳號內扣除貴行手續費: ☐ Others (please specify): 其他 (請列明):		
In this Application Form, the “Bank” means Standard Chartered Bank (Taiwan) 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. 本申請書所稱之「銀行」係指渣打國際商業銀行股份有限公司，即申請人與之簽訂協議(包括其後之修訂)，由其提供本申請書所指之金融授信或服務之人。 The Applicant agrees to be bound by (A) (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; and (B) the Sustainable Finance Terms, if this application is for a Sustainable Finance Transaction (as so defined in the Sustainable Finance Terms). 申請人同意遵守 (A) (a) 《授信條款總約定書 (未承諾額度)》、《標準條款》、《一般貿易條款》及相關《貿易服務補充條款》，(b) 《貿易條款總約定書》，或 (c) 雙方同意之其他條款(包括其後之更新或修訂)，及 (B) 永續金融特約條款，若本申請書與永續金融交易相關(定義詳參永續金融特約條款)。	Date: 日期	Applicant's Signature(s) and Stamp 申請人簽署及蓋章
	S.V. 驗印	

If the application form spreads more than one page, please use a seal on the perforation.
申請書如有跨頁，請加蓋騎縫章。

本貿易服務補充條款為一般貿易條款之補充¹。

1. 貴客戶可於申請書中選擇由《國際擔保函慣例(ISP98)》、《跟单信用狀統一慣例(UCP)》，或本行可接受之任何法律適用於擔保信用狀。倘貴客戶未選擇，本行保留不簽發擔保信用狀之權利。
2. 貴客戶可於申請書中選擇由《國際擔保函慣例(ISP98)》、《即付保證函統一規則(URDG)》，或本行可接受之其他法律適用於保證函。倘貴客戶未選擇，本行保留不簽發保證函之權利。
3. 以下條文適用於本行或本行之通匯銀行依照貴客戶指示或以其他方式代貴客戶簽發之任何擔保信用狀或保證函：
 - (a) 任何基於擔保信用狀或保證函所提出之主張，本行將盡快通知貴客戶，但無須貴客戶之指示本行即得履行該擔保信用狀或保證函之付款義務。
 - (b) 本行得安排由通匯銀行依照本行或通匯銀行決定的條款開立擔保信用狀或保證函。本行得出具相對保證或相對補償予該通匯銀行。
 - (c) 倘本行或本行之通匯銀行已依照擔保信用狀或保證函之條款向任何人付款，貴客戶於任何情況下均不得主張前開付款之義務尚未到期或不應付款。
 - (d) 倘本行開立擔保信用狀、相對保證或相對賠償予通匯銀行，而通匯銀行擬開立之擔保信用狀或保證函之準據法與本行所在之司法管轄區不同時，本行得於開立前開擔保信用狀、相對保證或相對賠償前，委任位於該擔保信用狀或保證函準據法國家之律師出具法律意見（由貴客戶支付費用），以確認該擔保信用狀或保證函之有效性及拘束力。

¹倘若 貴客戶已簽署授信函、授信條款總約定書(非承諾)及貿易條款總約定書或一般銀行業務條款與條件(「CB手冊」)，本貿易服務補充協定即不適用。本服務所適用之條款請參照貿易條款總約定書或CB手冊。

Standard Chartered

Trade Service Supplement

SBLC or Guarantee Issuance

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 Conditions ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.