

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

Please issue a BG/SBLC <input type="checkbox"/> as per the attached <u>signed</u> BG / SBLC format. <input type="checkbox"/> as per the pre-approved template OR previously issued BG / SBLC format with the Bank Ref : _____ <input type="checkbox"/> as per Bank Standard format.		For Bank Use Ref No.:
Applicant: Tel: _____ Ref: _____ Contact Person: _____	Beneficiary: Tel: _____ Contact Person: _____ Email: _____ Is the Beneficiary a Related Party ¹ ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Application for Sustainable Finance Transaction ESG / Sustainability document attached: _____		
Issuance Instructions:		
<input type="checkbox"/> Issue a BG / SBLC to the Beneficiary. <input type="checkbox"/> 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. <input type="checkbox"/> Other Instructions:		
Issue by: <input type="checkbox"/> SWIFT <input type="checkbox"/> Courier <input type="checkbox"/> Hold for our collection <input type="checkbox"/> Others (Please specify)		
Advising Bank:		
Available With (Mandatory for SBLC):		

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.

Key Terms in the BG/ SBLC

- ☐ See attached signed BG / SBLC format
OR
☐ Key Terms to be inserted

Purpose of BG / SBLC:

Place of Project:

Currency & Amount:

Expiry Date (dd/mm/yy):

Expiry at (location):

Applicable Rules:

- ☐ URDG (*BG only*) ☐ UCP 600 (*SBLC only*) ☐ ISP98 (*SBLC only*) ☐ None ☐ Others (Please specify)

Other Instructions:

- ☐ Debit all amounts payable by the Applicant charges from the Applicant's account number:
☐ Others (*please specify*):

In this Application Form, the "Bank" means ,
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.

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; (B) the Sustainable Finance Terms, if this application is for a Sustainable Finance Transaction (as so defined in the Sustainable Finance Terms).

Date:

S.V.

Applicant's Signature(s) and Stamp

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.