

Appendix to Application for Documentary Presentation under Export Letter of Credit (LC) or Request for LC Confirmation

LC Beneficiary (*Name and Address*) (the "Beneficiary"):

This Appendix is submitted in respect of the Sustainable Finance Transaction that We are applying for (the "Application") under the Application Form / our email / our letter¹ dated _____. This Appendix forms part of and shall be read together with the Application.

1. We hereby confirm and agree that:
 - (a) our Application is for a Sustainable Finance Transaction; and
 - (b) without prejudice and in addition to the terms of the Application, we agree to be bound by the Sustainable Finance Trade Service Supplement attached with this Appendix.

2. Sustainable Finance Purpose

The Sustainable Finance Transaction shall be applied towards:

3. The sustainability document(s)² that are attached hereto as supporting document(s) is / are:

Signature(s) of Beneficiary

Date:

¹ Delete whichever is inapplicable

² Please state the document(s) that is/are being provided in support of the sustainability element of the transaction.

Trade Service Supplement Sustainable Finance

(Documentary Presentation under Export Letter of Credit (LC) / LC confirmation)

This **Sustainable Finance Trade Service Supplement** (the "**SF Trade Service Supplement**") applies to a Sustainable Finance Transaction that We provide to or undertake for You where You are the exporter/seller under an underlying Trade Transaction.

It is agreed:

1. Definitions And Interpretations

1.1 Definitions:

"**Application Form**" means the application form We provide or make accessible to You, or such other form of request acceptable to Us, in which You are making the application for a Trade Service.

"**Banking Days**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Our location.

"**Green and Sustainable Product Framework**" means the Standard Chartered Bank Green and Sustainable Product Framework as updated from time to time and available on the Standard Chartered Bank website.

"**RCS**" means the regulatory compliance statement (also available on www.sc.com/en/rcs) setting out the legal and regulatory requirements that apply to Your relationship with Us (as amended from time to time).

"**SDG**" means the United Nations' Sustainable Development Goals and their related targets.

"**Sustainable Finance Purpose**" means an economic activity which:

- (a) contributes a significant positive impact to at least one SDG;
- (b) does no significant harm to any SDG; and
- (c) aligns with the Green and Sustainable Product Framework or is as otherwise agreed between Us and You,

which You have set out in the Application Form and which We may approve at Our sole discretion.

"**Sustainable Finance Transaction**" means any transaction (including a Trade Service) which (i) shall be applied towards a Sustainable Finance Purpose; (ii) is classified by You as such in the Application Form for such transaction; and (iii) approved and recorded as such by Us at Our sole discretion.

"**Trade Service**" means any trade-related product or service and includes any financing, lending or other financial accommodation which We make available in relation to any such transaction and which We may provide to You pursuant to Your request in the Application Form.

"**Trade Transaction**" means the transaction (or any related transaction) which is the subject of any Trade Service.

2. Purpose

- 2.1 **Purpose:** You shall ensure that the Sustainable Finance Transaction is applied towards a Sustainable Finance Purpose.

3. Representations And Warranties

- 3.1 You make the following representations and warranties to Us which are deemed to be repeated at all times (having regard to the circumstances existing at the time of repetition) so long as the Sustainable Finance Transaction has not been fully completed:
- (a) You have obtained all necessary regulatory approvals and authorisations in relation to the Sustainable Finance Purpose;
 - (b) You have provided Us with all relevant information necessary or desirable for Us to evaluate whether the transaction that You are applying for qualifies as a Sustainable Finance Transaction, and at the time of providing the information such information is true and complete; and
 - (c) You are not aware of any information which may cause Us not to classify the transaction that You are applying for as a Sustainable Finance Transaction.

4. General Undertakings

- 4.1 You shall:
- (a) promptly provide all relevant information to enable Us to verify and monitor whether the Sustainable Finance Transaction has been or is being applied towards the Sustainable Finance Purpose;
 - (b) promptly notify Us in writing upon becoming aware of any information which may cause Us to declassify the transaction that We have made available to You as a Sustainable Finance Transaction;
 - (c) maintain policies and procedures to enable You to track the application of the Sustainable Finance Transaction towards the Sustainable Finance Purpose and monitor and evaluate on an on-going basis, in accordance with indicators reasonably acceptable to Us, to ensure that the Sustainable Finance Transaction is being applied towards the Sustainable Finance Purpose; and
 - (d) (except where the transaction is requested in connection with sustainable goods and You have provided to Us the relevant sustainable certifications in respect of such goods as acceptable to Us) not record the transaction as a Sustainable Finance Transaction or represent as such internally or externally without first obtaining Our confirmation that the transaction has been approved as a Sustainable Finance Transaction. We shall be proceeding with the transaction as a normal transaction pending such approval.

5. Audit

- 5.1 **Audit:** We may at any time, if We consider reasonably necessary, carry out or request a third party to carry out any verifications or audits of Your records to confirm compliance by You with Your obligations hereunder in relation to the Sustainable Finance Transaction. You shall cooperate with Us in good faith to assist Us or the third party in carrying out the verification or audit, including taking steps to procure from third parties such information as may be required by Us in relation to the Sustainable Finance Transaction. Any costs and expenses incurred in connection with such verification or audit shall be borne by You.

6. Declassification

- 6.1 **Declassification event:** If You fail to comply with the SF Trade Service Supplement and such non-compliance, if capable of remedy, is not remedied by You within ten (10) Banking Days, the Sustainable Finance Transaction shall, with immediate effect, be declassified by Us as a Sustainable Finance Transaction.
- 6.2 **Consequences of declassification:**
- (a) Without prejudice to any other terms hereunder, from the date on which the Sustainable Finance Transaction is declassified, You shall cease representing in internal and external communications, marketing materials and/or other publications, that the Sustainable Finance Transaction meet a Sustainable Finance Purpose.
 - (b) Upon the declassification of the Sustainable Finance Transaction, any preferential or discounted interest rate, commission or fee offered and / or applied to the Sustainable Finance Transaction shall cease to be offered and / or applied. The new interest rate, commission or fee offered and / or applied to the declassified Sustainable Finance Transaction will be as advised and determined by Us, in the absence of any other agreement between Us and You and subject to applicable laws.

7. Disclosure

- 7.1 **Disclosure:** Without prejudice to the RCS (where applicable), You consent to Us disclosing into the public domain:
- (a) that You have a relationship with Us; and
 - (b) headline terms of the Sustainable Finance Transaction (including the Sustainable Finance Purpose).

8. Sustainability Standards

- 8.1 **No representation:** We make no representation that Our classification of a transaction as a Sustainable Finance Transaction fulfils the sustainability standards of any other party, including any government, quasi-government, intergovernment, supranational, administrative, regulatory or supervisory body or authority.
- 8.2 **Your responsibility:** You are solely responsible for ensuring that You fulfil the criteria and standards required for any sustainability certification, accreditation or concession that You seek in connection with Your business activities.