

# Standard Chartered Application for Issuance of Guarantee (BG) / Standby Letter of Credit (SBLC)<sup>1</sup>

Please issue a BG/SBLC <input type="checkbox"/> in the attached <u>signed</u> BG / SBLC format. <input type="checkbox"/> in the pre-approved BG / SBLC format. (Bank's Template Ref _____)		<b>For Bank Use</b> Ref No: _____
<b>Applicant</b> (Name & Address):  Tel: Contact Person: Applicant's Ref:	<b>(the "Applicant")</b>	<b>Beneficiary</b> (Name & Address) (as to appear in BG/SBLC):  Tel: Contact Person: Email: Is the Beneficiary a Related Party <sup>2</sup> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Issuance Instructions</b>		
<input type="checkbox"/> Issue a BG / SBLC to the Beneficiary in accordance with this application and attached format/ applicable pre-approved BG/SBLC format. <input type="checkbox"/> 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 in accordance with this application and attached format/ applicable pre-approved BG / SBLC format. <input type="checkbox"/> Other Instructions: _____		
<b>Mode of Delivery to Beneficiary (additional charges may apply)</b>		
<input type="checkbox"/> SWIFT Bank Name: _____ SWIFT BIC Code: _____ <input type="checkbox"/> Hold for the Applicant's collection <input type="checkbox"/> Others (please specify): _____		
<b>Key Terms in the BG / SBLC</b>		
<input type="checkbox"/> See attached <u>signed</u> BG / SBLC format OR <input type="checkbox"/> Key Terms to be inserted Currency & Amount: _____ Claim Period: Claims may be presented no later than Expiry Date (dd/mm/yy): _____ <input type="checkbox"/> expiry date Expiry at (location): _____ <input type="checkbox"/> _____ days after expiry date		
<b>Charges</b>		
<input type="checkbox"/> Debit all amounts payable by the Applicant from the Applicant's account number: _____ <input type="checkbox"/> Use the following foreign exchange contract between the Applicant and the Bank: _____ <input type="checkbox"/> Debit via approved Direct Debit Authorization		
<b>In this Application Form, the "Bank" means Standard Chartered Bank, Singapore Branch or Standard Chartered Bank (Singapore) Limited, as the case may be, with whom the Applicant has entered into an Agreement for the banking facilities referred to in this Application Form. The Applicant agrees to be bound by the terms and conditions in the Standard Terms, General Trade Terms, and the Trade Service Supplement - SBLC or Guarantee Issuance.</b>		<b>Applicant's Signature(s)</b>
S.V.		<b>Date:</b>

<sup>1</sup> For issuance of shipping guarantee, please use application form for Issuance of Shipping Guarantee.

<sup>2</sup> 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.



# Standard Chartered

## Trade Service Supplement

### SBLC or Guarantee Issuance

**The following provisions supplement the General Trade Terms.**

1. The following provisions apply to any SBLC that We or Our Correspondent Bank issue on Your Instruction or otherwise on Your behalf.
  - (a) You may in the Application Form select whether ISP98 or UCP will apply to the SBLC. If no selection is made, We reserve the right not to issue the SBLC.
  - (b) We may arrange for the SBLC to be issued by any Correspondent Bank on such terms as We or such Corresponding Bank may decide. We may issue a counter-guarantee or counter-indemnity in favour of such Correspondent Bank.
  
2. The following provisions apply to any guarantee We or Our Correspondent Bank issue on Your Instruction or otherwise on Your behalf.
  - (a) You may in the Application Form select whether ISP98, URDG or any other rules acceptable to Us will apply to the guarantee.
  - (b) We or Our Correspondent Bank may issue the guarantee on such terms as We or Our Correspondent Bank may decide to give effect to the instrument.
  - (c) If a demand is made under the 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 guarantee.
  - (d) 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 guarantee.
  - (e) If We issue a counter-guarantee or counter-indemnity in relation to any guarantee issued by a Correspondent Bank and if the governing law of the guarantee is of a different jurisdiction from where We are located, We may (at Your cost) obtain a legal opinion from a lawyer in the jurisdiction where the guarantee is governed, confirming the validity and binding nature of the guarantee. We may refrain from honouring any demand made upon Us under the counter-guarantee or counter-indemnity in the absence of a satisfactory legal opinion.

