

# Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司

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

Please issue a BG/SBLC as per the attached <u>signed</u> BG / SBLC format. as per the pre-approved template OR previously issued BG / SBLC format with the Bank Ref : _____		<b>For Bank Use</b> Ref No.:		
<b>Applicant:</b> (the "Applicant")		<b>Beneficiary:</b> (the "Beneficiary")		
Tel:	Ref:	Tel:	Contact Person:	
Contact Person:		Email:		
		Is the Beneficiary a Related Party <sup>1</sup> ?	Yes	No
<b>Issuance Instructions:</b>				
Issue a BG / SBLC to the Beneficiary.				
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.				
Other Instructions:				
Issue by:	SWIFT	Courier	Mail	Hold for our collection
Advising Bank:				
<b>Key Terms in the BG/ SBLC</b>				
See attached <u>signed</u> BG / SBLC format OR Key Terms to be inserted				
Currency & Amount:				
Expiry Date ( dd/mm/yy ):				
Expiry at (location):				
<b>Applicable Rules:</b>				
URDG ( BG only )		UCP 600		ISP98 ( SBLC only )

<sup>1</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.

**Other Instructions:**

Debit all amounts payable by the Applicant charges from the Applicant's account number:

Others ( *please specify* ):

Please debit our account no. \_\_\_\_\_ maintained with you for the amount of \_\_\_\_\_ . The sum debited is to be treated as a cash collateral in relation to any payment obligation to any other person that you may incur in connection with this Guarantee or Standby LC. We agree that an additional margin may be factored into the amount to be debited as cash collateral if the payment obligation is denominated in a different currency. You can hold such sum in an account in your name, under your sole dominion and control, and may use such sum to satisfy our reimbursement obligations to you. You are not obliged to refund any cash collateral unless your contingent or unmatured liability(ies) cease to exist before they mature or do not mature in full. We understand that no credit interest will accrue on any such sum.

For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.

For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at an agreed rate of \_\_\_\_\_ in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.

We further agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due from you to us at the time of refund of the cash collateral, and we acknowledge that you will not be liable in any way whatsoever for any shortfall resulting from such conversion. Please credit the refunded amount to our account no. \_\_\_\_\_

\_\_\_\_\_ maintained with you.

We, the undersigned, confirm that we have read the latest standard trade tariff published on the Bank's public website at <https://www.sc.com/hk> (as amended from time to time). We agree that such standard trade tariff, or any such varied fees or charges as separately notified to us, will be applied for this service.

<p><b>In this Application Form, the "Bank" means Standard Chartered Bank (Hong Kong) 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.</b></p> <p><b>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.</b></p>	<b>Date:</b>	
	<b>S.V.</b>	<b>Applicant's Signature(s) and Stamp</b>

# Standard Chartered

## Trade Service Supplement

### SBLC or Guarantee Issuance

1. **The following provisions supplements the General Trade Terms<sup>1</sup>** and applies 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 applies to any guarantee We or Our Correspondent Bank issues 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 favour of 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.

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<sup>1</sup>This 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.