

APPLICATION FOR ISSUANCE OF STANDBY LETTER OF CREDIT/BANK GUARANTEE

To: HONG LEONG BANK BERHAD

Date: _____

Please follow as marked with an "X"

Bank Ref (to be filled in by the Bank): _____

We hereby request you to issue an irrevocable standby letter of credit ("SBLC") bank guarantee ("**Guarantee**") on the following terms and conditions:

Applicant (Name & Address):	SBLC/Guarantee to be issued by: <input type="checkbox"/> Full Teletransmission <input type="checkbox"/> Collection at Counter <input type="checkbox"/> Air Mail <input type="checkbox"/> Courier										
	SBLC/Guarantee Effective Date:	SBLC/Guarantee Claims Period:									
Contact Person (Name, Tel. & Email):	SBLC/Guarantee Expiry Date:	SBLC/Guarantee Expiry Place: <input type="checkbox"/> Beneficiary's country <input type="checkbox"/> Issuing Bank's counter									
Beneficiary (Name & Address):	SBLC/Guarantee Amount and Currency (in words and figures):										
SBLC available by: <input type="checkbox"/> Sight Payment with Hong Leong Bank Berhad <input type="checkbox"/> Deferred Payment with Hong Leong Bank Berhad	Type of Guarantee: <input type="checkbox"/> Performance Bond <input type="checkbox"/> Payment Guarantee <input type="checkbox"/> Advance Payment Guarantee <input type="checkbox"/> Others (please specify): _____ <input type="checkbox"/> Bid Bond										
Goods / Services (brief description), if applicable:	Advising bank (if any):										
Documents Required: <input type="checkbox"/> Beneficiary's signed statement certifying: _____ <input type="checkbox"/> Others (please specify): _____											
Additional Conditions: <input type="checkbox"/> All documents are to be forwarded to Hong Leong Bank Berhad, Hong Kong Branch through the Beneficiary's banker by registered airmail/courier in one cover. <input type="checkbox"/> Please issue the SBLC or Guarantee substantially in the form attached (subject to any amendment you think appropriate). <input type="checkbox"/> Additional documents and other conditions required are to be continued on attached sheet(s) which form an integral part of this application. <input type="checkbox"/> Others (please specify): _____											
Governing Rules: For Guarantees: <input type="checkbox"/> The laws of <input type="checkbox"/> Hong Kong; or <input type="checkbox"/> _____ (please specify) For SBLCs: UCP 600 or any subsequent modification or replacement											
Jurisdiction: <input type="checkbox"/> The laws of: <input type="checkbox"/> Hong Kong <input type="checkbox"/> _____ <input type="checkbox"/> Exclusive <input type="checkbox"/> Non-exclusive jurisdiction of: <input type="checkbox"/> Hong Kong or <input type="checkbox"/> _____ courts											
Charges: <input type="checkbox"/> All bank charges outside Hong Kong are for account of <input type="checkbox"/> the Applicant <input type="checkbox"/> the Beneficiary. <input type="checkbox"/> Please debit our Account No. _____ for any charges.											
We confirm that we have read the Terms and Conditions for Application for Issuance of Standby Letter of Credit/Bank Guarantee overleaf and agree to be bound by them. Any separate sheets attached hereto shall form an integral part of this application.											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="3" style="text-align: left;">For Bank Use Only</td> </tr> <tr> <td style="width:33%;">Made by</td> <td style="width:33%;">Approved by</td> <td style="width:33%;">V. Sig.</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table>			For Bank Use Only			Made by	Approved by	V. Sig.			
For Bank Use Only											
Made by	Approved by	V. Sig.									
_____ Authorised Signature(s) with Company Chop											

**TERMS AND CONDITIONS FOR APPLICATION FOR ISSUANCE OF
STANDBY LETTER OF CREDIT/BANK GUARANTEE**

1. This application and the SBLC or Guarantee to be issued are subject to the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to Hong Leong Bank Berhad (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. The Applicant agrees that the Bank may, at its sole discretion and without reference to or consent from the Applicant, amend the terms and conditions of the SBLC or Guarantee stated in this application and/or insert additional terms and conditions into the SBLC or Guarantee as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the SBLC or Guarantee.
3. If the Applicant instructs the Bank to permit T/T claim/claim via SWIFT, the Bank is irrevocably authorised to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents under the SBLC or Guarantee. The Applicant shall bear all the relevant risks (including, without limitation, non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the SBLC or Guarantee.
4. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the SBLC or Guarantee; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the SBLC or Guarantee relates and obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues.
5. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the SBLC or Guarantee.
6. If so required by the Bank, the Applicant shall pay cash margin or provide collateral to the Bank in an amount or value sufficient to cover any payment that is or may be required to be made by the Bank under the SBLC or Guarantee and any other actual or contingent obligations and liabilities of the Applicant owed to the Bank in connection with the SBLC or Guarantee.
7. Any cash margin paid to the Bank pursuant to or in connection with this application ("**Cash Margin**") will be transferred to and held in the Bank's name and control. The Bank has the right, at any time without notice or demand, to set off, apply and/or transfer the Cash Margin against and/or towards satisfaction of all or any of the obligations and liabilities owed by the Applicant to the Bank. The Bank may convert any of them at the prevailing exchange rate as may be absolutely determined by the Bank at its discretion for the purpose of the set-off, application and/or transfer.
8. Any action taken or omitted by the Bank or by any of its correspondents or agents under or in connection with the SBLC or Guarantee shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant.
9. The Applicant undertakes to examine the customer copy of the SBLC or Guarantee issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the SBLC or Guarantee within 5 banking days after the customer copy of the SBLC, Guarantee or subsequent amendment(s) is sent to the Applicant shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the SBLC or Guarantee.
10. The Applicant shall on demand pay and reimburse the Bank any sum in connection with the SBLC or Guarantee and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, drawings and/or reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the SBLC or Guarantee, all irrespective of any alleged discrepancies in the presented documents, any fraud or illegality that may be alleged at any time or discovered subsequent to such payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank.
11. The Applicant shall upon the Bank's demand pay to the Bank the fees, charges and commissions charged by the Bank (including those charges for the account of the beneficiary of the SBLC or Guarantee but unpaid for any reason).
12. The Bank has no duty to verify any demand or statement contained in any document presented to the Bank under the SBLC or Guarantee and may accept the relevant beneficiary's claim as conclusive evidence of the facts stated.
13. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the SBLC or Guarantee notwithstanding that the Applicant may have waived such discrepancy.
14. The Applicant further undertakes that it shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with this application and the SBLC or Guarantee, unless caused by the Bank's wilful misconduct or gross negligence.
15. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the other parties.
16. The Applicant acknowledges that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, Hong Kong, the People's Republic of China and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
17. This application is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.