



**Application for Bank Guarantee/Bond**

Date(DD/MM/YY)
----------------

To: Hang Seng Bank Limited, Attn: Trade Services (Bank Guarantee Team)

Note: Please complete the following blank(s) and make the appropriate election by ticking the relevant box(es).

**Part A – APPLICATION for Bank Guarantee/Bond ("Guarantee")**

Name of Instructing Party (Customer)	(the "Instructing Party")
--------------------------------------	---------------------------

Beneficiary (Name and Address)
-----------------------------------

Name of Applicant/Principal/Secured Party (to be specified in the Guarantee)	
<input type="checkbox"/> Same as Instructing Party	<input type="checkbox"/> Other (please specify): _____
Address: _____	
Relationship of Applicant/Principal/Secured Party with the Instructing Party: _____	

Trade Account Number	Amount (please specify Currency)	Guarantee Format Provided <input type="checkbox"/> Yes (copy attached) <input type="checkbox"/> No
Effective Date(DD/MM/YY)(if other than Issuance Date)	Expiry Date(DD/MM/YY)	

<p>Issuance Request to Hang Seng Bank Limited (the "Bank")</p> <input type="checkbox"/> Please issue the Guarantee in favour of the Beneficiary <input type="checkbox"/> Please request and/or procure another branch of the Bank or another bank selected by the Bank to issue the Guarantee in favour of the Beneficiary (against the counter-guarantee, counter-indemnity, indemnity or undertaking (however named or described) by the Bank) <input type="checkbox"/> Please request and/or procure the following issuing bank to issue the Guarantee in favour of the Beneficiary (against the counter-guarantee or counter-indemnity, indemnity or undertaking (however named or described) by the Bank)
Name, address and SWIFT Code of Issuing Bank: _____

Governing Rules or Laws of the Guarantee:
<input type="checkbox"/> Uniform Rules for Demand Guarantees of the International Chamber of Commerce ("URDG") as are in effect on the issuance date of the Guarantee
<input type="checkbox"/> The laws of <input type="checkbox"/> Hong Kong or <input type="checkbox"/> (please specify): _____

Any Specific Request(s):
--------------------------

**Part B – CONTACT DETAILS OF INSTRUCTING PARTY in Case of Query on this Application**

Contact Person	Telephone Number
Fax Number / Email Address	

>>GTRF>CNS

BG006-R7(YX) 1-5 06/19 E

**Part C – COMMISSION AND CHARGES of Bank Guarantee/Bond**

Debit Commission and Charges from Account Number: \_\_\_\_\_ (the "Account")

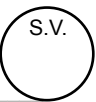
*(It is understood that the Bank will be at liberty to debit any amount in settlement of such commission and charges from my/our Account even if the balance standing to the credit of my/our Account will be insufficient to meet such payment.)*

**Part D – Declaration and Authorised Signature**

I/We, as the Instructing Party, request the Bank to issue or procure the issuance of the Guarantee in accordance with the above instructions. I/We agree that this application is subject to the terms and conditions stated below in this application, the Counter-Indemnity (Specific) and/or the Counter-Indemnity (Blanket) and other relevant agreements (including without limitation any facility letter or agreement) in place between the Bank and me/us. I/We have read and understood those terms and conditions (including the section headed "Important Notice") printed below on this application and agree to be bound by them.

**X**

Authorised Signature(s) & Company Stamp (if applicable)



**Important Notice**

The Instructing Party should be responsible for making its own independent appraisal and investigation of all risks arising under or in connection with the proposed Guarantee and related transactions. The terms and conditions herein may have certain risks that the Instructing Party should be aware but the risks highlighted herein are not exhaustive. If the Instructing Party has any question concerning the proposed Guarantee transaction or its obligations towards the Bank in relation thereto, it should obtain independent legal advice from its own lawyers.

**Terms and Conditions for the Application for Bank Guarantee/Performance Bond**

- In this application, the following terms shall have the meanings below:-
  - "Bank"** or "you" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes the Bank's delegate(s) under this application;
  - "Correspondent"** means any bank (including any branch of the Bank or the Bank's group office) which issues the Guarantee at the request or on the instruction of the Bank;
  - "Counter-guarantee"** means the counter-guarantee, counter-indemnity, indemnity, standby letter of credit or undertaking, however named or described and in such form and content as determined by the Bank in its sole discretion, which is at any time issued by the Bank to a Correspondent in order to procure, arrange or facilitate the issuance of the Guarantee by the relevant Correspondent and includes any amendment, extension or renewal of the Counter-guarantee;
  - "Guarantee"** means the guarantee, bond, indemnity or undertaking, however named or described, which is at any time issued pursuant to the request of the Instructing Party under this application and includes any amendment, extension or renewal of the Guarantee;
  - "Guarantee Instrument"** means the Guarantee (whether issued by the Bank or a Correspondent), and/or the Counter-guarantee; and
  - "HSBC Group"** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.
- This application is subject to the Counter-Indemnity (Specific) and/or Counter-Indemnity (Blanket) (the "**Indemnity**"), the Trade Financing General Agreement, the business terms governing the Instructing Party's account(s) and any other agreement(s) previously signed by the Instructing Party and delivered to the Bank (including the latest facility letter in relation to trade transactions and facilities). This application is also subject to URDG, if URDG is chosen as the governing rules of the Guarantee in this application. In case of conflict, the terms of this application shall prevail.
- The Bank or the Correspondent has the right to pay any demand made under any Guarantee Instrument in accordance with its terms and the Bank may seek recourse against the Instructing Party for any payment made by the Bank under any Guarantee Instrument issued by it in connection with this application and/or pursuant to the Indemnity given by the Instructing Party. Whether or not it is expressly stated in the Guarantee, neither the Bank nor any Correspondent has any obligation to verify claims made by the beneficiary named in the Guarantee Instrument (the "**Beneficiary**") which expression shall include any assignee, successor or transferee where applicable). Neither the Bank nor any Correspondent shall or may be in any way responsible for the validity, regularity, authenticity, genuineness, form, sufficiency, accuracy, falsification or legal effect of any statement, certificate, declaration or document presented or communicated under or in connection with any Guarantee Instrument, or the existence, description, quality, quantity, weight, condition, packing, delivery or value of the goods, services or other performance represented by such statement, certificate, declaration or document.
- If, at the request of the Instructing Party, the Bank requests or procures a Correspondent to issue any Guarantee, the Bank may, and is authorised to, issue a Counter-guarantee in such form and contents as determined by the Bank at its sole discretion in favour of the Correspondent for issuance of the Guarantee.
- The Instructing Party undertakes to reimburse the Bank in full each sum paid in connection with any Guarantee Instrument upon the Bank's demand together with interest calculated from the date of payment by the Bank until the date of the reimbursement in full. The Instructing Party irrevocably authorises the Bank to debit the Instructing Party's account(s) for any such sum or restrict the Instructing Party from withdrawing any such sum from the Instructing Party's account(s) at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, drawings, claims and/or demands from the Beneficiary or any Correspondent and any payment effected by the Bank in connection with any Guarantee Instrument.
- Unless the Guarantee expressly provides that the original Guarantee must be presented to the Bank or the Correspondent to support a claim, the Bank or the Correspondent shall be entitled to pay and/or comply with any demand, whether or not the original of the Guarantee Instrument is presented to the Bank or the Correspondent. Without prejudice to the foregoing, the Instructing Party undertakes that upon the expiry and/or cancellation of the Guarantee, the Instructing Party will obtain the original of the Guarantee from the Beneficiary and return the same to the Bank.
- Whilst the Instructing Party may claim that a Guarantee Instrument has been cancelled or terminated, there may be instances where the Bank may determine that it is necessary to obtain the Beneficiary's written confirmation regarding the release of the liabilities of the Bank or the Correspondent under the Guarantee Instrument. Such determination, if made by the Bank or the Correspondent, shall be binding on the Instructing Party. The instances referred to above may include without limitation the following: (a) the Guarantee is terminated prior to its stated expiry date; (b) the Guarantee does not stipulate an expiry date; (c) the Guarantee stipulates an expiry date but without a claim period within which the Beneficiary must submit a claim; or (d) the Guarantee may be early terminated upon the occurrence of certain events which are not readily ascertainable by the Bank. So long as the Bank remains liable under the Guarantee Instrument, it shall be entitled to enforce the Indemnity against the Instructing Party.
- The interpretation by the Bank or the Correspondent of any term in notices or other documents presented under any Guarantee Instrument shall be conclusive and binding on the Instructing Party.
- The Instructing Party agrees that the Bank or the Correspondent may, at its sole discretion and without consent from the Instructing Party, amend the terms and conditions of the Guarantee Instrument stated in this application and/or insert additional terms and conditions into the Guarantee Instrument as the Bank or the Correspondent thinks appropriate. The Bank or the Correspondent may, subject to the Beneficiary's consent, cancel the whole or any unused balance of the Guarantee Instrument prior to the stated expiry of the Guarantee Instrument.

>>GTRF>CNS

BG006-R7(YX) 2-5 06/19 E

Terms and Conditions for the Application for Bank Guarantee/Performance Bond (Cont.)

10. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name, select, request or instruct any Correspondent to issue the Guarantee. The Bank shall not be responsible or liable for any act, omission, loss or delay of forwarding documents or payments, default, error, negligence, suspension, insolvency or bankruptcy of any Correspondent notwithstanding that the Bank may choose such Correspondent. The Instructing Party acknowledges that the Bank may pay to or receive from any Correspondent charges, fees, rebates or other payments and the Bank shall not be liable to account for or disclose to the Instructing Party any profit or benefits derived by it.
11. The Instructing Party undertakes to examine the customer copy of all Guarantee Instruments to check their consistency with this application form and irrevocably agrees that failure to give a notice of objection about the contents of any Guarantee Instrument within 5 banking days after the customer copy of the Guarantee Instrument is sent to the Instructing Party shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the Guarantee Instrument.
12. The Instructing Party agrees and acknowledges that it is the sole responsibility of the Instructing Party to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in any Guarantee Instrument; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Guarantee Instrument 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 Instructing Party on such issues or on any matter. The Bank shall not be liable to the Instructing Party 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, the Guarantee Instrument or the transactions pertaining to such Guarantee Instrument.
13. Where a compliant demand includes a request to extend the expiry of any Guarantee Instrument as an alternative, the Instructing Party agrees and confirms that the Bank or a Correspondent shall have no obligation to extend and may elect to make payment notwithstanding objections from the Instructing Party.
14. Where the Instructing Party requests that a Guarantee Instrument be governed by a system of law ("**Foreign Law**") other than Hong Kong law, the Instructing Party acknowledges that the Bank or the Correspondent is entitled to treat the Guarantee Instrument as continuing without expiry and may be called upon to perform and fulfill other obligations and liabilities ("**Additional Obligations and Liabilities**") which are implied under the Foreign Law, in addition to the Bank's or the Correspondent's payment obligations as expressly stipulated in the Guarantee Instrument as construed under Hong Kong law. The Instructing Party acknowledges and agrees that: (a) the Bank or the Correspondent may include such additional protective clauses in the Guarantee Instrument as it deems fit; (b) in determining whether or not to pay under the Guarantee Instrument, the Bank or the Correspondent may interpret its terms as if they were governed by Hong Kong law; and (c) the Bank shall be indemnified by the Instructing Party against all risks of whatever nature as a result of the Bank issuing, or procuring the issuance of, the Guarantee Instrument (including any Additional Obligations and Liabilities).
15. Where a Guarantee Instrument is transferable or assignable (whether expressly or impliedly), the Instructing Party acknowledges that the Beneficiary may assign or transfer the Guarantee Instrument or any benefit thereof to a third party without the prior consent of or notice to the Bank or the Correspondent. The Instructing Party agrees that the Bank shall be entitled to pay demands from any party who purports to be the assignee / transferee of the Guarantee Instrument without any obligation to verify or enquire whether such party is the legitimate assignee / transferee.
16. If a Guarantee Instrument provides to the effect that it may be transferrable or assignable subject to the consent or agreement by the Instructing Party and/or the Applicant/Principal/Secured Party, the Instructing Party must first obtain the Bank's approval before it or the Applicant/Principal/Secured Party provides such consent or agreement to the transfer or assignment.
17. The Instructing Party acknowledges that there may be greater risks for the Instructing Party and/or the Bank (and the exposure is unlimited) where the guarantee amount is not capped or the enforcement of certain provisions in the Guarantee or Counter-guarantee may result in the Bank having to pay an amount in excess of the sum stated in the Guarantee. The Instructing Party agrees that it will keep the Bank harmless and fully indemnified against all the risks arising therefrom and will pay the Bank in accordance with the terms of the Indemnity.
18. Where the Guarantee expressly provides that the guarantee amount may be reduced upon the occurrence of certain events, the Instructing Party agrees that the Bank or the Correspondent shall, notwithstanding such provision, have no obligation to effect such reduction unless it is approved by the Beneficiary in writing.
19. The Bank or the Correspondent is entitled, and the Instructing Party hereby irrevocably and unconditionally authorise it, to act on any demand (whether by fax, courier or any other means) which the Bank or the Correspondent in its sole discretion believes emanate from the Beneficiary. The Instructing Party agrees that the Bank or the Correspondent has no obligation to (i) verify the identity or authority of the person or persons giving or purporting to give any demand purportedly made on behalf of the Beneficiary or the authenticity of any signature(s) on any demand; or (ii) seek the Instructing Party's prior approval before acting on such demand. So long as the Bank or the Correspondent acts in good faith, it shall not be liable to the Instructing Party or any party for acting on any demand, whether it emanates from unauthorised individuals or in any circumstances whatsoever.
20. The Instructing Party makes the following representations:
  - (a) neither the Instructing Party, the Applicant nor any of its subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any local authority or enforcement body in the jurisdiction of the Instructing Party or the Applicant having similar function as any of the aforesaid bodies (collectively, "**Sanctions**"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; and,
  - (b) any required import or export licences applicable to or relating to the Guarantee Instrument have been obtained and the Instructing Party certifies its and the Applicant's compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to the Guarantee Instrument it instructs the Bank (or its Correspondent) to issue and the subject matter of such Guarantee Instrument including, if applicable, the shipment and financing of the goods described in the Guarantee Instrument.
21. The Instructing Party acknowledges and agrees that:
  - (a) the Bank, HSBC Group, and HSBC Group's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;
  - (b) the Bank may take, and may instruct other members of the HSBC Group to take, to the extent it or such member is legally permitted to do so under the laws of its jurisdiction, any action (a "**Compliance Action**") that the Bank or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer the Guarantee Instrument or to process any transaction or instruction that does not conform with Sanctions;
  - (c) neither the Bank nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of the Bank to perform its duties under this application arising out of or relating to any Compliance Action taken by the Bank, its service providers, or any HSBC Group member in its sole discretion; and
  - (d) the Instructing Party will indemnify the Bank for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the "**Compliance Action Losses**") suffered or incurred by or brought against the Bank arising out of or relating to any Compliance Action, unless such Compliance Action Losses are solely and directly caused by the gross negligence or wilful misconduct of the Bank.
22. The Instructing Party further undertakes that it shall on demand indemnify the Bank and the Bank's delegate(s) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees on a full indemnity basis), proceedings or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with this application and any Guarantee Instrument.

>>GTRF>CNS

BG006-R7(YX) 3-5 06/19 E

**Terms and Conditions for the Application for Bank Guarantee/Performance Bond (Cont.)**

23. The Instructing Party undertakes that it will, upon demand by the Bank, provide further security in form and value in the opinion of the Bank sufficient to secure any of the Instructing Party's liabilities and obligations owing to the Bank.
24. The Instructing Party hereby confirms that even if the Guarantee Instrument is issued jointly by the Bank and the Instructing Party, the Instructing Party will be liable to the Bank under this application and the Indemnity as if the Guarantee Instrument is issued by the Bank in its name only.
25. In this application, any reference to "person" includes a company, partnership or sole proprietorship or any member of a body unincorporate. If the Instructing Party includes two or more persons, the obligations and liabilities of these persons shall be joint and several. If the Instructing Party is a partnership or body unincorporate, (a) "the Instructing Party", "we" or "us" means each of the present and future partners of the partnership or each of the members of the body unincorporate (as the case may be); and (b) each of the undersigned further confirms and represents to the Bank that he/she has the authority to act for all partners or all members (as the case may be) of such partnership or body unincorporate and his/her execution of this application will be binding on all partners or all members of such partnership or body unincorporate.
26. The Bank's rights under this application shall be additional and without prejudice to its rights under any other agreements or general law.
27. No person other than the Bank and the Instructing Party will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this application.
28. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") and the Instructing Party agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts

**For Bank Use**

**Part A – Must be filled in by RM or Authorised Person**

Collateral Information	Guarantee Position
<input type="checkbox"/> <b>Time Deposit</b> Time Deposit Account No.: _____ Time Deposit No.: _____ Currency: _____ Amount: _____	Outstanding GTE position
	Pending
	This Application
	<input type="checkbox"/> with GTE limit <input type="checkbox"/> refer LO dated _____
<input type="checkbox"/> <b>Investment Fund</b> Securities A/C No: _____ Fund Code: _____ Currency: _____ Amount: _____	<input type="checkbox"/> New Guarantee
	<input type="checkbox"/> Renewal [Former Guarantee No.: _____]
	Bank Guarantee Account No.: _____
RM Information	Instructing Party Grading
RM Name	Grade
Dept.	Ext. No.
Signature	Grade of the Applicant: CRR _____
(No. _____)	Core Business <input type="checkbox"/> Yes <input type="checkbox"/> No (duly approved)
	<input type="checkbox"/> Others, please specify:

**For 1-Year Aggregation Rule for Transaction Limits (\*Please use separate sheet if necessary.)**

Date(DD/MM/YY)	Accumulative Facility Increase since last review	Approval Party

**Approval Details**

Special Approval

Clean  Without Expiry Date  
 Excess GTE limit  Refer LN dated \_\_\_\_\_  
 Approved  Declined (Signed by RM or Authorised Person)

**CCRA Flag**

Yes – Limited Company  A – Unlimited Company  
 Not eligible – Limited Company  Rejected  
 Reason:  Group's Turnover > HKD100M  Listed Company  Withdrew  
 Shell Company

>>GTRF>CNS

BG006-R7(YX) 4-5 06/19 E

Part B – To be filled by GTRF	
Guarantee Number	Issuance Date(DD/MM/YY)
Maker	Approver
<p>To: CAN</p> <p> <input type="checkbox"/> One-Off      <input type="checkbox"/> Bonding      Limit Node ID: _____      Purpose Code: _____         </p> <p> <input type="checkbox"/> Collateral Information for Holding:         </p> <p>Security Code: Please refer to Part A Collateral Information for details:</p> <p> <input type="checkbox"/> Time Deposit (6: HKD; F: FCY)    <input type="checkbox"/> Investment Fund (V)    <input type="checkbox"/> Others _____         </p>	
Remarks:	

>>GTRF>CNS

BC006-R7(YX) 5-5 06/19 E