

To: **The Hongkong and Shanghai Banking Corporation Limited**
The Hong Kong Special Administrative Region

BANK GUARANTEE/BOND APPLICATION FORM

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

APPLICATION for Bank Guarantee/Bond ("Guarantee")

Applicant Name [REDACTED]		Beneficiary (Name and Address) [REDACTED]		
Guarantee Secured Party (if it is not the Applicant) and its relationship with the Applicant [REDACTED]				
Account Number [REDACTED]	Amount (please specify Currency) [REDACTED]		Guarantee/Bond format attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
Effective Date (if other than Issuance Date) [REDACTED]	Expiry Date <input type="checkbox"/> Yes ([REDACTED]) <input type="checkbox"/> No		Latest Date of Claim (if other than Expiry Date) [REDACTED]	
Guarantee Obligations				
	Type	Contract / Bid Number	Contract Date	Description of Goods/Works/Premise, etc
<input type="checkbox"/>	Bid / Tender Bond	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Secure performance obligations	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Secure warranty obligations	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Secure refund of advance payment	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Secure payment obligation	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Tenancy - in lieu of cash deposit	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Secure general banking facilities	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	Others: [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Any Specific Request(s): [REDACTED]				

CONTACT DETAILS OF APPLICANT in case of query on this application

Contact Person [REDACTED]	Telephone Number [REDACTED]	Fax Number / Email Address [REDACTED]
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DELIVERY AND CHARGE METHOD of Bank Guarantee/Bond

Collected by this Authorised Person Name: [REDACTED] HK ID: [REDACTED]	Other Remarks [REDACTED]
Debit Commission and Charges from Account Number: (This account will be debited on guarantee / bond issue date and thereafter at the end of each commission period until the guarantee / bond is cancelled)	[REDACTED]

DECLARATION AND AUTHORISED SIGNATURE

I/We, as the Applicant, acknowledge that this application is subject to the terms and conditions stated in this form, the Counter-Indemnity / Blanket Counter-Indemnity and other relevant agreements (including without limitation any facility 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 on page 2 and agree to be bound by them.

X [REDACTED]
Authorised Signature(s) and Company Stamp (if applicable)

Date (DD/MM/YYYY): [REDACTED]

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IMPORTANT NOTICE

The Applicant 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 paragraphs below seek to highlight certain risks which the Applicant should be aware of. They are not exhaustive. If the Applicant 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.

1. The Bank has the right to pay any demand made under the Guarantee in accordance with its terms and seek recourse against the Applicant pursuant to the Counter-Indemnity/Blanket Counter-Indemnity (the "**Indemnity**") given by the Applicant. Whether or not it is expressly stated in the Guarantee, the Bank has no obligation to verify claims made by the beneficiary named in the Guarantee (the "**Beneficiary**" which expression shall include any assignee or transferee where applicable).
2. Unless the Guarantee expressly provides that the original Guarantee must be presented to the Bank to support a claim, the Bank shall be entitled to pay any demand, whether or not the original of the Guarantee is presented to the Bank.
3. Whilst the Applicant may claim that the Guarantee 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 Bank's liabilities under the Guarantee. Such determination, if made by the Bank, shall be binding on the Applicant. 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, it shall be entitled to enforce the Indemnity against the Applicant.
4. The Bank's interpretation of any term in notices or other documents presented under the Guarantee which is not written in the same language as the Guarantee shall be conclusive and binding on the Applicant.
5. Where the Applicant requests that the Guarantee be governed by a system of law ("**Foreign Law**") other than Hong Kong law, the Applicant acknowledges that the Bank may be called upon to perform and fulfill other obligations and liabilities ("**Additional Obligations and Liabilities**") which are implied under Foreign Law, in addition to the Bank's payment obligations as expressly stipulated in the Guarantee as construed under Hong Kong law. The Applicant acknowledges and agrees that: (a) the Bank may include such additional protective clauses in the Guarantee as it deems fit; (b) in determining whether or not to pay under the Guarantee, the Bank may interpret its terms as if they were governed by Hong Kong law; and (c) the Bank shall be indemnified by the Applicant against all risks of whatever nature as a result of the Bank issuing the Guarantee (including any Additional Obligations and Liabilities) in accordance with the terms of the Indemnity.
6. Where the Guarantee is transferable or assignable (whether expressly or impliedly), the Applicant acknowledges that the Beneficiary may assign or transfer the Guarantee or any benefit thereof to a third party without the prior consent of or notice to the Bank. The Applicant agrees that the Bank shall be entitled to pay demands from any party who purports to be the assignee / transferee of the Guarantee without any obligation to verify or enquire whether such party is the legitimate assignee / transferee.
7. The Applicant acknowledges that there may be greater risks for the Applicant 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 may result in the Bank having to pay an amount in excess of the sum stated in the Guarantee. The Applicant 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.
8. Where the Guarantee expressly provides that the guarantee amount may be reduced upon the occurrence of certain events, the Applicant agrees that the Bank shall, notwithstanding such provision, have no obligation to effect such reduction unless it is approved by the Beneficiary in writing.
9. Where the Guarantee provides that any claims from the Beneficiary may be made by fax, the Bank is entitled, and the Applicant hereby irrevocably and unconditionally authorise it, to act on any faxed demand which the Bank in its sole discretion believes emanate from the Beneficiary. The Applicant agrees that the Bank has no obligation to (i) verify the identity of the person or persons giving any faxed demand purportedly made on behalf of the Beneficiary or the authenticity of any signature(s) on any faxed demand; or (ii) seek the Applicant's prior approval before acting on such demand. So long as the Bank acts in good faith, it shall not be liable to the Applicant or any party for acting on any faxed demand, whether it emanates from unauthorised individuals or in any circumstances whatsoever.
10. The Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions (collectively referred to as the "Applicable Laws") which relate to, amongst other things, the prevention of money laundering by or terrorist financing of any persons or entities and the provision of financial and other services to any persons or entities which may be subject to sanctions (each such person or entity is referred to as a "Sanctioned Party"). The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with or by reference to the Applicable Laws. Such action may include without limitation:
 - (a) declining this application or refusing to make payment under any Guarantee if the Beneficiary or the Secured Party is or becomes a Sanctioned Party;
 - (b) the interception and investigation of any payment messages and other information or communications sent to or by the Applicant or on the Applicant's behalf via the systems of the Bank or any other member of the HSBC Group; and
 - (c) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party.Neither the Bank nor any member of the HSBC Group will be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by the Applicant or any party arising out of:
 - (i) any delay or failure by the Bank or any member of the HSBC Group in processing any payment messages or other information or communication or any request from the Applicant, or in performing any of its duties or other obligations in connection with any Guarantee, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with or by reference to the Applicable Laws; or
 - (ii) the exercise of any of the Bank's rights under or any action taken or omission made by the Bank pursuant to this clause.The Applicant acknowledges that (i) where a Beneficiary of Guarantee is or becomes a Sanctioned Party at the time when any payment falls to be made by the Bank to the Beneficiary under such Guarantee, the Bank shall not be required to make such payment until such time as the Bank is satisfied that the Beneficiary is during the subsistence of the Guarantee no longer a Sanctioned Party; and (ii) neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to the Applicable Laws or any Sanctioned Party is accurate, complete or up-to-date.
11. The Applicant represents and warrants to the Bank that to the best of its knowledge neither the Secured Party nor the Beneficiary is or will be a Sanctioned Party. The Applicant undertakes to indemnify the Bank against all costs, losses and damages (including claims from the Beneficiary and/or the Secured Party) which the Bank may incur, sustain or suffer as a result of any breach of this Clause 11.

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