中国农业银行
AGRICULTURAL BANK OF CHINA
香港分行
HONG KONG BRANCH

中國農業銀行股份有限公司香港分行
Agricultural Bank of China Limited Hong Kong Branch
Incorporated in the People's Republic of China with limited liability

APPLICATION FOR ISSUANCE OF A BANK GUARANTEE/STANDBY LETTER OF CREDIT

To: **Agricultural Bank of China Limited, Hong Kong Branch (the "Bank")**	**Customer**

Issuance request	Date	Telephone No.	Ref.	Account No.
	We, the customer named above (the "**Customer**"), hereby request you to issue, or procure the issuance of: ☐ standby letter of credit ☐ bank guarantee ☐ bid bond ☐ performance bond ☐ delivery bond ☐ warranty bond ☐ prepayment guarantee ☐ other: ____________________ (the "**Undertaking**") in accordance with the instructions below: Issuance request to the Bank: ☐ Please issue the Undertaking in favour of the Beneficiary. ☐ Please request and/or procure another branch of the Bank or another bank selected by the Bank to issue the Undertaking in favour of the Beneficiary (against counter-guarantee, counter-indemnity, indemnity or undertaking (however named or described) by the Bank). ☐ Please request and/or procure the following issuing bank to issue the Undertaking in favour of the Beneficiary (against counter-guarantee, counter-indemnity, indemnity or undertaking (however named or described) by the Bank). Name, address and SWIFT code of the issuing bank: ________________________________			
	Please notify through your correspondent / advising bank: ____________________________ ☐ By airmail/courier ☐ By airmail/courier (pre-advised by brief SWIFT) ☐ By SWIFT			
Beneficiary	Name and full address (the "**Beneficiary**")			
Currency / Amount / Expiry of the Undertaking	Currency	Amount	Expiry date and place	

Kind of Undertaking	☐ Bid Bond			
	Tender No. and Date	Offer No. and Date	Termination of Tender	
	Details of Offer			
	☐ Delivery Bond ☐ Performance Bond ☐ Warranty Bond ☐ Pre-payment Guarantee			
	amounting to % of total price	Contract No. and Date	Currency and Amount	Date of Delivery
	For the supply of			
	☐ Standby Letter of Credit / Bank Guarantee			
	Debtor's Name	Tenor of Loan		

	☐ Another type of Undertaking (please state details)
Wording of the Undertaking	☐ Undertaking format attached
Partial Drawings	☐ Allowed ☐ Not allowed
Governing Rules/Law of the Undertaking	(Standby letter of credit) ☐ Uniform Customs and Practice for Documentary Credits ("**UCP**") of International Chamber of Commerce as are in effect on the issuance date of the Undertaking; or ☐ International Standby Practices ("**ISP 98**") of International Chamber of Commerce as are in effect on the issuance date of the Undertaking. (Bank guarantee / bond) ☐ International Standby Practices ("**ISP 98**") of International Chamber of Commerce as are in effect on the issuance date of the Undertaking; ☐ The laws of Hong Kong or ______________________ (please specify); or ☐ Other: ____.
Required Documents	Beneficiary's signed statement certifying that ____ Other documents: ____
Other instructions	All charges, commissions and expenses outside Hong Kong are for the account of the ☐ Customer / ☐ Beneficiary. ☐ T/T reimbursement is allowed. ☐ The Undertaking is transferable or assignable. Unless otherwise stated herein, you may authorise documents to be sent to you in one lot.
Special Conditions	

We agree to the terms and conditions set out below in this application.

____
Authorised Signature(s) of the Customer

S.V. VISA

Terms and Conditions

1. This application and the standby letter of credit or bank guarantee or bond to be issued pursuant to this application (the "**Undertaking**", including the same as amended, extended or renewed from time to time) are subject to the governing rules specified in this application. This application is also subject to any agreement previously signed by the customer specified in this application (the "**Customer**") and delivered to Agricultural Bank of China Limited, Hong Kong Branch (the "**Bank**", which expression shall include its successors, assigns and transferees). In case of conflict, terms of this application shall prevail to the extent of conflict.

2. In this application, the following terms shall have the meanings below:-

   (a) "**Correspondent**" means any bank (including any branch of the Bank) which issues the Undertaking at the request or instruction of the Bank;

   (b) "**Counter-guarantee**" means the counter-guarantee, counter-indemnity, indemnity or undertaking, however named or described and in such form and contents as determined by the Bank at 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 Undertaking by the relevant Correspondent and includes any amendment, extension or renewal of the Counter-guarantee; and

   (c) "**Undertaking Instrument**" means the Undertaking (whether issued by the Bank or a Correspondent) and/or the Counter-guarantee.

3. The Bank may, at its sole discretion, name, select, request or instruct any Correspondent to issue the Undertaking. 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.

4. If, at the request of the Customer, the Bank requests or procures a Correspondent to issue the Undertaking, the Bank may issue a Counter-guarantee in such form and contents as determined by the Bank at its sole discretion in favour of the Correspondent for the issuance of the Undertaking.

5. The Customer shall on demand reimburse the Bank in full in the same currency for each payment made, or required to be made, by the Bank under or in connection with the Undertaking Instrument together with interest from (and including) the date of such payment to (and including) the date of such reimbursement. The Customer shall also upon demand pay to the Bank the fees, charges and commissions charged by the Bank together with all costs, fees, expenses and liabilities which are incurred by the Bank or for which the Bank becomes liable in connection with the Undertaking Instrument.

6. The Customer 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 (including without limitation the drawings under the Undertaking Instrument, interest, fees, commissions, costs and charges), expenses and costs (including legal fees) proceedings, actions and other consequences which the Bank or the Bank's delegate(s) may suffer or incur under or in connection with this application and/or any Undertaking Instrument (except caused by the Bank's gross negligence or wilful misconduct).

7. The obligations of the Customer owing to the Bank in connection with any Undertaking Instrument shall not be affected by any alleged discrepancies or irregularities in the presented documents and/or any fraud or illegality (whether actual or alleged) in connection with any presented document, any Undertaking Instrument and/or any underlying transaction of any Undertaking Instrument or any event or circumstance not caused by the Bank's gross negligence or wilful misconduct.

8. The Customer irrevocably authorises the Bank to debit the Customer's account(s) for any sum owing or payable by the Customer to the Bank. Any monies debited from the Customer's account(s) or otherwise received by the Bank for settlement of any obligation or liability of the Customer may, at the Bank's sole discretion, be converted into the currency of the relevant obligation or liability at the prevailing exchange rate determined by the Bank (or any other agreed exchange rate, if any) to effect such settlement.

9. If so required by the Bank, the Customer 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 any Undertaking Instrument and any other actual or contingent obligations and liabilities of the Customer owed to the Bank in connection with any Undertaking Instrument.

10. Any cash margin paid to the Bank pursuant to or in connection with this application ("**Cash Margin**") will be transferred 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 of the Customer to the Bank in connection with any Undertaking Instrument. 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.

11. The Bank or the Correspondent may supplement the terms and conditions of the Undertaking stated in this application as the Bank or the Correspondent reasonably thinks appropriate in accordance with their usual practice and policies.

12. The Customer undertakes to examine the customer copy of the Undertaking Instrument(s) to check its consistency with this application. The Customer irrevocably agrees that failure to give a notice of objection about the contents of the Undertaking Instrument(s) within 5 banking days after the customer copy of the Undertaking Instrument(s) is sent to the Customer shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the Undertaking Instrument(s).

13. It is the sole responsibility of the Customer to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the Undertaking Instrument(s); and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Undertaking Instrument(s) relates and obtain all necessary documents, licences and approvals from any governmental or regulatory bodies and provide such documents, licences or approvals to the Bank upon request.

14. If the Customer instructs the Bank to permit T/T reimbursement in the Undertaking, the Bank or the Correspondent (as the case may be) 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 or the Correspondent's receipt of the presented documents under the Undertaking. The Customer 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 any Undertaking Instrument.

15. Where the Undertaking is transferable or assignable (whether expressly or impliedly), the Customer acknowledges that the beneficiary may assign or transfer the Undertaking or any benefit thereof to a third party without the prior consent of or notice to the Bank or the Correspondent. The Customer agrees that the Bank or the Correspondent (as the case may be) shall be entitled to pay demands from any party who purports to be the assignee or transferee of the Undertaking without any obligation to verify or enquire whether such party is the legitimate assignee or transferee.

16. If the Undertaking provides to the effect that it may be transferable or assignable subject to the consent or agreement by the Customer, the Customer must first obtain the Bank's approval before it provides such consent or agreement to the transfer or assignment.

17. The Customer certifies that no shipment or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any law, executive order, regulation or directive of the Government and/or authorities of the United States of America, the United Nations, any international organisation or any other relevant jurisdiction ("**Sanctions**"). Should any document presented involves any country, entity, vessel or individual listed in or otherwise subject to any Sanction, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.

18. The Bank shall not be liable to the Customer for any action taken or not taken by it unless directly caused by the Bank's gross negligence or wilful misconduct. The Customer authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.

19. Any and all payments by the Customer shall be made in full and free and clear of and without deduction for any present or future taxes, including but not limited to transaction taxes (including GST, VAT or other similar taxes), levies, imposts (stamp duties, documentary taxes and other excises or property taxes), deductions, charges or withholding taxes, and all liabilities with respect thereto. If the Customer is required by law to make any such deduction or withholding from any or all payments, then such sum payable by the Customer in respect of such deduction or withholding shall be increased to the extent necessary so that the amount due from the Customer is an amount equal to the payment which would have been due had no such deduction or withholding been made or required to be made. The Customer will indemnify the Bank for any of the aforementioned taxes, levies, imposts, deductions, charges or withholdings paid by the Bank.

20. If the Customer includes two or more persons, the obligations and liabilities of these persons under this application shall be joint and several.

21. This application is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.