

Bank Use Only	
BG no.	_____

BANKER'S GUARANTEE APPLICATION & INDEMNITY

New Amendment/Renewal of BG No. _____ (Beneficiary's request letter attached)

TO: BANK OF CHINA LIMITED, SINGAPORE BRANCH

Applicant (name & address) _____

Telephone No. _____

Contact person _____

* NRIC/Passport No. _____

On behalf of (name & address) _____

* NRIC/Passport No. _____

Please _____ your correspondent bank to _____ for my/our account a Guarantee, details as follows. I/We have read and fully understand and agree to be bound by all the terms and conditions of the AGREEMENT AND INDEMNITY appearing on the reverse hereof:

Beneficiary's Name and Address (include Registration No., if available) <input type="checkbox"/> Local <input type="checkbox"/> Overseas	_____
Currency and Amount (in words & figures)	_____
Duration	Effective date _____ / _____ / _____ DD / MM / YYYY Expiry date _____ / _____ / _____ DD / MM / YYYY *with automatic renewal yearly Claim period _____ month(s) _____ days* from expiry date
Purpose	_____
Settlement of charges and any other sums due to you	<input type="checkbox"/> Debit _____ account No. _____ <input type="checkbox"/> Others _____

Mode of Issue Telex Original for our collection

Authorised signature(s) & company stamp

Bank Use Only				
@	S\$	Collateral Type	<input type="checkbox"/> Secured against FD	
Commission (%)			<input type="checkbox"/> Secured against MD	
Postage/Telex			<input type="checkbox"/> _____	
		Recorded by	Signature verified by	Checked by
Total	S\$			

All alterations must be duly endorsed, * delete whichever is not applicable, tick whichever is applicable

AGREEMENT AND INDEMNITY

IN CONSIDERATION of you, Bank of China Limited, Singapore Branch, agreeing at my/our request to issue/renew or to request your correspondent bank to issue/renew a Guarantee, including the one applied for overleaf, I/we HEREBY AGREE AND/OR UNDERTAKE:

1. to promptly on demand indemnify you and hold you harmless from and against any losses, damages, claims, demands, liabilities, judgements, proceedings, costs, charges and expenses of whatsoever kind, nature, amount or description which may be incurred or suffered by, or asserted against, you in relation to or as a result of the Guarantee;
2. without prejudice to the generality of my/our aforesaid indemnity, to hereby authorise you at your discretion to determine or recall the Guarantee and any extension or renewal thereof by paying the beneficiary the amount guaranteed and I/we further authorise you to set off any money in your hands belonging to me/us or to debit against me/us in any account which I/we now or may hereafter have with you any sum or sums of money which you may pay for or in respect of your determination or recall of the Guarantee and any extension or renewal thereof and I/we agree to pay interest on any money so paid by you which remains owing by me/us at your usual overdraft rate from the date of payment until repayment thereof is received by you from me/us;
3. that your correspondent bank may be required to either issue its own Guarantee in favour of the beneficiary or add a confirmation to the Guarantee issued by you on such terms and conditions as you and/or your correspondent bank may deem fit. My/our liability under the aforesaid indemnity shall in all respects extend to the issuance of such a Guarantee or the addition of such confirmation by your correspondent bank;
4. that you or your correspondent bank may make payment under the Guarantee of any sum or sums of money, without requiring or obtaining any evidence or proof that the amount claimed by the beneficiary or the amount paid by you or your correspondent bank is due and payable to the beneficiary and without any prior notice to or further authority from me/us. I/We undertake that I/we shall not at any time dispute the validity, legality or otherwise of any such claim, request or payment or deny any liability hereunder on the ground that such payment or any part thereof was not due or payable by you under the Guarantee or on any ground whatsoever. I/We acknowledge that under the terms of the Guarantee you or your correspondent bank may at your discretion or may be required to pay the guaranteed amount to the beneficiary notwithstanding that the beneficiary has not demanded payment thereof;
5. that in the event the Guarantee to be issued by you or your correspondent bank is subject to and is to be governed by the laws of a jurisdiction other than Singapore and should a demand be subsequently made by the beneficiary under the Guarantee, you or your correspondent bank may, at your absolute discretion, obtain a legal opinion on the validity and enforceability of the Guarantee prior to your making payment in accordance with the beneficiary's demand. I/We agree that I/we shall bear the entire cost of your obtaining such an opinion and that I/we shall indemnify you or your correspondent bank for any loss or expense whatsoever suffered by you or your correspondent bank due to any delay in payment of the guaranteed amount to the beneficiary caused by your having to obtain such an opinion. For the avoidance of doubt, neither you nor your correspondent bank shall be obliged to obtain such an opinion and in the event of payment under the Guarantee without such an opinion having been obtained, our agreement to indemnify you, in accordance with terms herein, shall nevertheless apply with full force and effect;
6. that my/our liability hereunder is irrevocable and shall remain in full force and effect until the Guarantee given by you is released or expired or returned to you for cancellation and your liability thereunder is fully discharged to your satisfaction;
7. that WITHOUT PREJUDICE to the generality of my/our aforesaid indemnity, YOU ARE IRREVOCABLY AUTHORISED:
 - at any time without prior notice to me/us, to debit my/our accounts (whether current or otherwise) and/or to debit the balance of my/our overdraft facility by way of payment in advance of all outstanding in respect of the said Guarantee, fees, commissions, charges, costs and expenses and all other moneys due from me/us in connection with this agreement provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in my/our current account). If such debiting causes my/our account to be overdrawn, interest shall be payable accordingly. Such advance payment is absolute, unconditional and non-refundable under any circumstances, and we confirm that we have no further title, interests, rights or benefits to the moneys comprising such advance payment;
 - to charge me/us your commission on the Guarantee amount (which is non-refundable in any circumstances including any discharge or cancellation of the Guarantee before its expiry date);
 - at your discretion and without any notice to or demand on me/us, to set-off or transfer any sum or sums standing to the credit in one or more of my/our account(s) or to debit against any of my/our account(s), whether in Singapore or elsewhere and whether in Singapore Dollars or a foreign currency, any sum or sums of money which you may pay in respect of the Guarantee and I/we authorise you to effect any necessary conversions at your own rate(s) of conversion then prevailing;
 - AND WE AGREE to pay interest on any money paid by you or your correspondent bank to the beneficiary hereunder at your usual overdraft rate(s) or such rate from time to time determined by you at your absolute discretion from the date such payments are due to the date of actual repayment received by you from me/us;
8. that all moneys payable hereunder by me/us to you shall be paid to you in full and free of any present or future taxes, levies, duties, charges, fees or withholdings and without set-off or counter-claim or any restriction, condition or deduction whatsoever but shall be paid alongside interest from the date the costs and expenses are incurred to the date of full payment at such rate as you may prescribe;
9. to, unless otherwise agreed in writing, deposit with or pay to you on demand, either before or after the issuance/renewal of the Guarantee, such sums or moneys as you may from time to time require in your sole discretion for the purpose of security, additional security (where security has been given) or for any other reason for which you may think it advisable or necessary, and I/we shall execute, complete and deliver to you the corresponding documentation in connection with security/additional security;
10. that any demand, notification or certificate issued by your officer as to the moneys and liabilities for the time being sustained/suffered by you shall be binding and conclusive evidence on me/us as to the amount I/we am/are liable to indemnify you, save for manifest error;
11. that the indemnity given by me/us to you herein shall not in any way be prejudiced or affected by any act, omission, matter or thing including my/our death/bankruptcy/incapacity or our entering into a settlement of our debts with our creditors, by the appointment of a receiver or a judicial manager or other similar officer in respect of our affairs or by our being ordered to wind up;
12. that if any of the provisions of this indemnity becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired;

13. that if any sum or sums due from us to you under this agreement and the Guarantee, or any order, judgment or award given or made in relation to that sum for any reason is received by you in a currency (the 'First Currency') other than the currency in which such payment is expressed to be due under or in connection with this agreement or the Guarantee (the 'Second Currency'), then I/we will as a separate and independent obligation indemnify you against any cost, loss or liability arising out of or as a result of the conversion. This includes the discrepancy where the conversion of such payment received by you from the First Currency to the Second Currency, using a market rate of exchange in your usual course of business, falls short of the amount due under or in connection with this agreement or the Guarantee;
14. that the terms and conditions herein shall be in addition to and not be in derogation of, prejudice or limit any rights and powers at law or in equity in your favour and shall not affect or lessen your rights and powers created by any circumstances of any transactions under any other agreement and I/we agree that the rights and powers conferred by this agreement are in addition to and without prejudice to any other security or collateral now or hereafter held by you whether or not in connection with our obligation to indemnify you as mentioned above;
15. that you may at any time without our consent and without notice to us or any other person assign or transfer all or any part of your rights and/or obligations under this agreement to any person you deem fit. I/We may not assign or transfer any or all of our rights and/or obligations under this agreement without your prior written consent;
16. that in the case of an event having a material adverse effect, including any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, transfer of currencies or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, re-denomination, de-monetisation and/or any form of restriction or requirement which in your opinion adversely alters the rights or obligations undertaken by you or your correspondent bank at the point of issuance/renewal of the Guarantee, you or your correspondent bank shall have the sole discretion to effect payment under the Guarantee in any alternative currency at such exchange rate as you or your correspondent bank may determine in your discretion. In addition, any such action will bind us and we shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by you or your correspondent bank;
17. that on the occurrence of any of the following events of default you shall cease to be under any further commitment to me/us and all outstandings hereunder shall become due and payable immediately and I/we shall provide cash cover for all contingent liabilities and Guarantees from time to time entered into by you for my/our account or at my/our request:
- if I/we breach any terms of this agreement including failure to pay any amount due under this agreement on the due date or on demand, if so payable;
 - if I/we are unable to pay our debts when they become due or commit an act of bankruptcy or insolvency;
 - if I/we cease or threaten to cease carrying on my/our business or transfer or dispose or intend to so transfer or dispose of a substantial part of my/our assets or change or intend to change the nature or scope of my/our business as now conducted;
 - if any resolution is passed, or a petition is presented against me/us for bankruptcy, liquidation, winding up or dissolution or for the appointment of a judicial manager, or a liquidator, receiver, trustee or similar official is appointed of all or a substantial part of my/our assets or if execution or any form of action is levied or taken against any of my/our assets;
 - if I/we default under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligation concerned the right to accelerate repayment or withdraw the advance or credit;
 - if, in your opinion, there is any change or threatened change in circumstances which would materially and adversely affect my/our business or financial condition or my/our ability to perform my/our obligations under this agreement or any other agreement with you, including (if a corporation) any change or threatened change in my/our shareholders or directors;
 - if any of the foregoing events or analogous events or proceedings occurs in relation to any third party who now or hereafter has guaranteed or provided security or given an indemnity for the Guarantee;
18. that where this indemnity is signed by or on behalf of more than one person, all the covenants and conditions made hereunder shall be deemed to have been made by us jointly and severally, in the same manner and with the same effect as if each of us had signed a separate indemnity;
19. that you have sole discretion whether or not to renew, amend or supplement the Guarantee and that if you do so you may impose any additional terms and charges you deem fit and we agree to abide by such additional terms and to pay any additional charges that you may impose. In the event that I/we request for amendments or modifications to the terms of the Guarantee, it is our duty to procure the beneficiary's written consent to such amendments, modifications or supplements and to furnish you with satisfactory proof of the same;
20. that unless expressly provided to the contrary in this indemnity, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or to enjoy the benefit of any term of this indemnity. Notwithstanding any term of this indemnity, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this indemnity;
21. that without prejudice to your right or the right of your correspondent bank to disclose information relating to me/us whether under the common law or the Banking Act or in any other terms and conditions that may govern my/our relationship and/or dealings with you or your correspondent bank, I/we hereby authorise and permit you, your correspondent bank and any of your respective officers (as defined in the Banking Act) to disclose to:
- any of your subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;
 - any insurer or insurance broker (whether of you or your correspondent bank or otherwise) on a confidential basis;
 - any regulatory, supervisory or other authority, court of law, tribunal or person, whether in Singapore or any other jurisdiction, where such disclosure is required by law, regulation, judgement or order of court or order of any tribunal; and
 - any other person:
 - to (or through) whom you or your correspondent bank may assign or transfer (or may potentially assign or transfer) all or any of your respective rights and obligations under the Guarantee and any terms and conditions between me/us and any of that assignee's or transferee's officers (as defined in the Banking Act), subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;
 - with (or through) whom you or your correspondent bank enter into (or may potentially enter into) any subparticipation or hedging agreement in relation to, or any other transaction under which payments are to be made by reference to, the Guarantee or me/us, including any counter-guarantee bank (each a 'counterparty'), and any of that counterparty's officers (as defined in the Banking Act), subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;

- to whom such disclosure is reasonably considered by you or your correspondent bank to be necessary;
- with my/our prior consent;
- who has undertaken liability or provided security in relation to the Guarantee (if any);
- to the extent required for the purpose of any litigation, arbitration, regulatory proceedings, investigations or procedure;
- to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; and/or
- to whom you or your correspondent bank are under a duty to disclose, any information (including personal data) about me/us and the Guarantee as you or your correspondent bank or any of your respective officers shall consider appropriate.

I/We confirm that you or your correspondent bank are authorised to verify or make checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institution, on me/us or any obligor as you or your correspondent bank may deem fit. This Clause is not and shall not be deemed to constitute, an express or implied agreement by you or your correspondent bank with me/us for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Banking Act;

22. that this agreement shall be governed by and construed in all respects in accordance with the laws of Singapore. The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this indemnity (including a dispute regarding the existence, validity or termination of this indemnity) (a 'Dispute'). Notwithstanding the foregoing, I/we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, I/we may take concurrent proceedings in any number of jurisdictions; and

23. that unless a contrary indication appears, any reference in this agreement to:

- 'Banking Act' means the Banking Act (Chapter 19) of Singapore;
- 'Guarantee' shall be construed so as to include all guarantees, performance bonds, bid bonds and/or other documents of similar effect issued by you or your correspondent bank and all counter-indemnities and counter-guarantees issued/renewed by you in favour of your correspondent bank in consideration of their issuance/renewal of any guarantees in favour of the beneficiary. It shall also include all increases in the guaranteed amount and all extensions of the periods of such guarantees, performance bonds, bid bonds, counter-indemnities and counter-guarantees, as amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerously) or replaced;
- 'you', 'I/we' or 'me/us' includes all successors in title, permitted assigns and permitted transferees to, or of, the relevant rights and/or obligations under this agreement;
- 'beneficiary' includes all successors in title, permitted assigns and permitted transferees to, or of, the relevant rights and/or obligations under the Guarantee; and
- 'I/we' or 'me/us' includes any individual, firm, company, corporation, government, state or agency of a state or any associate, trust, joint venture, consortium or partnership (whether or not having separate legal personality).