

To: Trade Finance Department

Date: 01 Sep 2020 1

We hereby request you to issue an irrevocable  standby letter of credit ("SBLC")  bank guarantee ("Guarantee") on the following terms and conditions: 2

SBLC / Guarantee No.:	Applicant Ref: PO151101 <span style="border: 1px solid red; padding: 0 2px;">3</span>
Applicant (Name & Address): ABC COMPANY LIMITED TAI PO INDUSTRIAL ESTATES <span style="border: 1px solid red; padding: 0 2px;">4</span> N.T., HONG KONG	SBLC/Guarantee to be issued by: <input checked="" type="checkbox"/> Full Teletransmission <span style="border: 1px solid red; padding: 0 2px;">5</span> <input type="checkbox"/> Collection at Counter <input type="checkbox"/> Courier
Contact Person (Name, Tel. & Email): MS CHAN TEL: 3510 1118 <span style="border: 1px solid red; padding: 0 2px;">6</span> FAX: 2757 3652 EMAIL: TFD@icbcasia.com	SBLC/Guarantee Expiry Date: 30-SEP-2021 <span style="border: 1px solid red; padding: 0 2px;">7</span> SBLC/Guarantee Expiry Place: <span style="border: 1px solid red; padding: 0 2px;">8</span> <input type="checkbox"/> Beneficiary's country <input checked="" type="checkbox"/> Issuing Bank's counter
Beneficiary (Name & Address): FIRST KITCHEN TAIPEI TOWER, TAIPEI, TAIWAN <span style="border: 1px solid red; padding: 0 2px;">9</span>	SBLC/Guarantee Amount and Currency (in words and figures): <span style="border: 1px solid red; padding: 0 2px;">10</span> USD10,000.00 (SAY US DOLLARS TEN THOUSAND ONLY)
SBLC available by: <span style="border: 1px solid red; padding: 0 2px;">11</span> <input checked="" type="checkbox"/> Sight Payment with the Bank <input type="checkbox"/> Deferred Payment with the Bank <input type="checkbox"/> Partial drawing is allowed	Type of Guarantee (or SBLC, if applicable): <span style="border: 1px solid red; padding: 0 2px;">12</span> <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: <span style="border: 1px solid red; padding: 0 2px;">13</span>	Advising bank (if any): XYZ BANK, TAIPEI, TAIWAN <span style="border: 1px solid red; padding: 0 2px;">14</span> BIC: XXXXTWTP
Documents Required: <span style="border: 1px solid red; padding: 0 2px;">15</span> <input type="checkbox"/> Beneficiary's signed statement certifying: _____  <input type="checkbox"/> Others (please specify): _____	
Additional Conditions: <span style="border: 1px solid red; padding: 0 2px;">16</span> <input checked="" type="checkbox"/> All documents are to be forwarded to the Bank through the Beneficiary's banker by 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: <span style="border: 1px solid red; padding: 0 2px;">17</span> For Guarantees: <input type="checkbox"/> The laws of Hong Kong; <input type="checkbox"/> URDG 758 or any subsequent modification or replacement For SBLCs: <input checked="" type="checkbox"/> UCP 600 or any subsequent modification or replacement <input type="checkbox"/> ISP98 or any subsequent modification or replacement	
Governing law and jurisdiction: The laws of Hong Kong and exclusive jurisdiction of Hong Kong courts.	
Charges: <span style="border: 1px solid red; padding: 0 2px;">18</span> <input checked="" type="checkbox"/> All bank charges outside issuing bank's counter are for account of <input checked="" type="checkbox"/> the Applicant <input type="checkbox"/> the Beneficiary. Please debit our Account No. <u>8XX-XXX-XXXXXX</u> for any charges. This application and any attachments are subject to the Terms and Conditions set out overleaf.	
For Bank Use Only	
Signature verified	Entry passed
	Approved

\_\_\_\_\_  
Company Chop and Authorized Signature(s) 19

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

20

1. This application and the SBLC or Guarantee to be issued are subject to the General Agreement - General Banking Facilities, Trade Finance General Agreement and 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 Industrial and Commercial Bank of China (Asia) Limited (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 (i) amend the terms and conditions of the SBLC or Guarantee stated in this application; (ii) insert additional terms and conditions into the SBLC or Guarantee as the Bank thinks appropriate; and/or (iii) 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 reimbursement, 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 (iii) 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 owing by the Applicant to the Bank.
7. Any cash margin paid to the Bank pursuant to or in connection with this application ("**Cash Margin**") will be deemed to be charged to the Bank. 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 7 calendar 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 the contents of 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 under or in connection with this application and the SBLC or Guarantee.
15. The Applicant shall upon the Bank's demand provide further security in form and value as the Bank deems sufficient to secure any of the Applicant's liabilities and obligations owing to the Bank.
16. 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.
17. The Applicant acknowledges and agrees 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, the Hong Kong Special Administrative Region of the Republic of China ("**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.
18. This application is governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the exclusive jurisdiction of the Hong Kong courts.

- 1) 申請日期  
Date of application
- 2) 申請備用信用證或保函  
Apply SBLC or Guarantee
- 3) 申請人編號 (如有)  
Applicant's reference (optional)
- 4) 申請人名稱及地址  
Applicant's name and address
- 5) 備用信用證或保函出具方式  
SBLC/ Guarantee to be despatched by
  - a. 詳電 Teletransmission  
全備用信用證或保函以電文發出，通知行一般可短時間內收到電文  
SBLC/ Guarantee will be despatched via SWIFT message to the advising bank within a short period of time
  - b. 速遞 (連簡電) Courier (with brief teletransmission)  
銀行發出一份簡單電文確認本行開出備用信用證或保函並簡述內容，並速遞正本信用證予受益人，一般需數天時間通知行或受益人收到備用信用證或保函 (視乎通知行或受益人所在地)  
Brief SWIFT message is made as a pre-advice to beneficiary. The original SBLC/ Guarantee will be despatched by courier afterwards. The duration of transmission depends on the domicile of advising bank of beneficiary
  - c. 到取 Collection at counter  
開出本地備用信用證或保函時，受益人可直接到貿易融資部領取有關信用證  
(貿易融資部地址: 香港九龍觀塘道388號創紀之城1期1座36樓)  
SBLC/ Guarantee will be available for pick-up by beneficiary at our Trade Finance Department.  
(Trade Finance Department's address: Level 36, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong)
- 6) 申請人聯絡資料  
Applicant's contact details
- 7) 備用信用證或保函有效日期  
SBLC/ Guarantee expiry date
- 8) 備用信用證或保函交單地點  
Place of presentation of SBLC/ Guarantee
- 9) 受益人名稱及地址  
Beneficiary's name and address
- 10) 備用信用證或保函貨幣及金額  
Currency and amount of SBLC/ Guarantee
- 11) 備用信用證付款方式 (保函不適用)  
Credit availability of SBLC (Guarantee not applicable)
  - a. 即期付款 Sight Payment  
備用信用證要求開證行或指定行對相符單據進行付款  
This allows payment at sight by the issuing bank of nominated bank.
  - b. 延期付款 Deferred Payment  
備用信用證要求開證行或指定行對相符單據在指定到期日付款  
Issuing bank or nominated bank is obliged to pay for compliant documents at maturity.
  - c. 分批提款 Partial Drawing  
備用信用證允許受益人分批提款  
SBLC allows beneficiary partial drawing
- 12) 保函開出模式 (或備用信用證，如適用)  
Type of guarantee (or SBLC, if applicable)
- 13) 貨物/服務描述  
Brief description of goods/ service
- 14) 通知行名稱 (如有地址及 BIC 代碼，亦請註明)  
Advising bank's name (If possible, please also provide address and BIC code)
- 15) 所需單據  
Documents required
- 16) 附加條件或其他所需單據 (如有)  
Additional conditions and other documents required (if applicable)
- 17) 選擇國際條款慣例  
Selection of governing rules

- 18) 費用及扣帳戶口資料 (如有扣帳指定戶口，敬請表明)  
Charges and account to be debited from (Please specify the account number (if any) for bank charges)
- 19) 申請人公司印章及授權簽署 (須與本行簽字記錄相符)  
Company chop and authorized signature(s) of applicant (must conform to signature(s) specimen with our Bank)
- 20) 條款及條件 (申請前敬請細閱)  
Terms and Conditions (Please read carefully prior to application)