

FOR INTERNAL USE ONLY

NO.: SBSBLC/SBBG

DATE:

FOR COMPLETION BY APPLICANT

Please issue the following Standby Letter of Credit /Guarantee :

Revocable

Irrevocable

Transferable

Divisible

Note: The name of the Applicant appearing on this application must be the same as the name of the party signing the application. If other arrangements are desired, contact your Trade Finance Centre/ SBLC/ Guarantee Issuing Office.

Currency:

Amount:

Expiry Date:

Automatic renewal clause

Yes No

_____ days notice to Beneficiary in order to prevent the automatic renewal of the SBLC/ Guarantee on its expiry date or on any subsequent expiry date.

Important: Unless you request otherwise, the automatic renewal clause will provide for the automatic renewal of the SBLC/ Guarantee for successive one year periods commencing on the expiry date. As well, an automatic renewal clause may, in certain circumstances, change the conditions under which the Beneficiary may draw under the SBLC/ Guarantee. If you are uncertain as to the effect of an automatic renewal clause on the SBLC/ Guarantee, please contact your Trade Finance Centre/ SBLC/ Guarantee Issuing Office for further information.

APPLICANT

Company:

Surname::

Forename(s):

Street/Road:

City:

Postal code:

Country:

BENEFICIARY

Company:

Surname::

Forename(s):

Street/Road:

City:

Postal code:

Country:

BENEFICIARY BANK

Name:

Street/Road:

City:

Postal code:

Country:

Account No.:

IBAN:

SWIFT (BIC):

Proposed draft text for SBLC/Guarantee is attached and has been accepted!

OTHER TERMS AND CONDITIONS

1. The undersigned hereby request(s) SUISSE BANK PLC (the "Financial Institution") to issue its Standby Letter of Credit/ Guarantee substantially in accordance with the foregoing instructions and the usual practice of the Financial Institution and authorize(s) the Financial Institution to issue a Standby Letter of Credit in lieu thereof on the basis of its usual practice. The Financial Institution is authorized to arrange for the issuance of the requested Standby Letter of Credit or a Guarantee in lieu thereof by another institution of its choice against the Financial Institution's counter-guarantee or Standby Letter of Credit.
2. The undersigned acknowledges and accepts receipt of Terms and Conditions applicable to the Standby Letter of Credit/ Guarantee and agree to be bound thereby upon issuance by the Financial Institution of its Standby Letter of Credit/ Guarantee. Nothing herein shall oblige the Financial Institution to issue its Standby Letter of Credit/ Guarantee or to arrange for the issuance of a Standby Letter of Credit/ Guarantee by another institution.
3. I/We hereby undertake unconditionally and irrevocably to pay for the drawings, which took place as a result of this Standby Letter of Credit / Guarantee and were presented to us for payment, at the point in time of their becoming due for payment or before, together with payments of commission, interest, charges/fees etc.
4. I/we am/are aware of beyond doubt and I/we give our agreement to neither you nor your authorized representatives in any way whatsoever being liable for the description, quality, quantity, value and/or delivery of goods and/or for the correctness, genuineness , compliance with regulations and/or validity of drawings and/or documents based on the Standby Letter of Credit / Guarantee and/or the general or special terms and conditions included in a document and/or the delays and/or variance from instructions regarding dispatch in accordance with Item 15 UCP/URDG 600/458 latest version.
5. I/we am/are aware of and I/we give our agreement to the transmission of all instructions and/or all correspondence on this Standby Letter of Credit /Guarantee taking place at my/our risk and to your not assuming any liability for incorrectness, interruption, errors and/or delays in transmission by telegraph, by radio, telex and/or sending through the mail.
6. I undertake / We undertake to secure the Financial Institution against fire and/or other damage/loss after the expiry of the insurance on the basis of this Standby Letter of Credit/Guarantee in the case of a loss, the amount due on the basis of these insurance contracts shall be payable to you, and you are hereby authorized to accept such an amount on the basis of such an insurance.
7. The undersigned applicant is fully aware of the fact that the Financial Institution opening the Standby Letter of Credit/Guarantee shall not have any liability for the conditions of the Standby Letter of Credit/ Guarantee, it is not involved in disputes and/or obliged to make refunds of commission/fees and/or other financial losses should the Advising Bank refuse acceptance of the Standby Letter of Credit /of a Guarantee.
8. All participants in this Agreement (i.e. Beneficiary Bank/Advising Bank/Opening Bank/Refunding Bank/Beneficiary) shall be obliged to inform the respective other parties without undue delay after the occurrence of the event stated below. In the event of the appointment of a Managing Director/Trustee in Insolvency/Official

Receiver/Authorized Representative required by law which results in the arranging of the liquidation of that Party, the Party having suffered damage or loss shall be responsible for notifying the other Parties involved in this Agreement without undue delay about such essential facts in order to give all of the Parties an opportunity to protect their interests.

Authorized Signatory of the Applicant:

Name of Authorized Signatory:

Date:

Place:

Seal:

TERMS AND CONDITIONS APPLICABLE TO STANDBY LETTERS OF CREDIT/GUARANTEES

In consideration of SUISSE BANK PLC (the "Financial Institution") issuing its Standby Letter of Credit/ Guarantee or requesting another institution to issue its Standby Letter of Credit or Guarantee against the Financial Institution's counter-guarantee or supporting Letter of Credit, all in substantial compliance with the instructions set out in the Application and the Financial Institution's usual practice, the Applicant hereby agrees with the Financial Institution as follows:

1. **Definitions.** In this Agreement: "Applicant" means each party signing the Application;
"Application" means the Application for Standby Letter of Credit/Guarantee on the Financial Institution's form as amended by the Financial Institution from time to time;
"Beneficiary" means the party in favour of whom or which the Applicant has requested the Financial Institution to issue the Credit and in the case of a transferable Credit, each transferee designated by such Beneficiary but, where the Financial Institution has issued a counter-guarantee or supporting Letter of Credit to another institution as authorized in the Application,
"Beneficiary" means the party in favour of whom or which the counter-guarantee or supporting Letter of Credit has been issued; "Branch" means the branch or office first designated in the Application;
"Credit" means the Standby Letter of Credit which the Applicant has requested the Financial Institution to issue in substantial compliance with the instructions in the Application and the Financial Institution's usual practice or any Guarantee which the Financial Institution is authorized to issue in lieu thereof or a counter-guarantee or supporting Letter of Credit which the Financial Institution is authorized to issue pursuant hereto and, to the extent that the Credit is transferable, each Credit issued in transfer thereof;
"Drawing" means any demand or request for payment under the Credit, in accordance with the provisions of the Credit and includes any payment of the proceeds of the Credit made or to be made by the Financial Institution into court or otherwise to the credit of the outcome of any action or proceeding;
"Foreign Currency" means any currency other than Local Currency;
"Local Currency" means currency of the country in which the Branch is situated.

2. **Copy of the Credit may be Forwarded to Applicant.**

The Applicant authorizes the Financial Institution to send to the Applicant at the address in the Application, or at an address provided to the Financial Institution by the Applicant by written notice declaring the change of address, by ordinary mail, or facsimile, and at the risk of the Applicant a copy of the Credit, or in the case of a Credit established by telecommunication, a copy of such telecommunication or of the Financial Institution's requisition therefore. The Applicant may also authorize the Financial Institution to make available a copy of such Credit by computer transmission. If the copy of the Credit is sent by ordinary mail, the Applicant shall be deemed to have received it on the fifth day following deposit thereof in the mail by the Financial Institution. If the copy of the Credit is sent by facsimile, the Applicant shall be deemed to have received the copy on the date of the facsimile. If the copy of the Credit is made available by computer transmission, the Applicant shall be deemed to have received it on the date the Financial Institution made it available by computer transmission.

3. Authorization to Pay.

The Financial Institution is hereby irrevocably authorized and directed to pay forthwith any Drawing purporting to be made by a Beneficiary or any other person to whom the Financial Institution is authorized to make payment pursuant to paragraph 11 hereof up to the maximum amount and in the currency specified in the Credit. The Financial Institution may effect such payment without reference to, confirmation of or verification by the Applicant, it being expressly agreed that any Drawing as aforesaid shall be, as between the Applicant and the Financial Institution, the Financial Institution's irrevocable and sufficient authority for making payment under the Credit.

4. Reimbursement, Payment or Prepayment by Applicant.

The Applicant agrees, forthwith upon first demand, to provide the Financial Institution with funds to meet all Drawings that the Financial Institution is to pay under the Credit or to reimburse the Financial Institution for each Drawing that the Financial Institution has paid under the Credit and, if required by the Financial Institution in its sole discretion, to prepay all amounts for which the Financial Institution might become liable under the Credit. Subject to paragraphs 7, 8 and 9 hereof, each prepayment or reimbursement shall be in the currency in which the Financial Institution is to make, has made or may be called upon to make payments under the Credit.

5. Payment of Fees.

The Applicant shall pay the Financial Institution on demand its fees in respect of the Credit or in respect of services in relation to the Credit in such amounts or at such rates as are established and as may be varied from time to time by the Financial Institution and as are set out in the Financial Institution's schedule of charges current at the time of the Financial Institution's demand for its fees or as may be otherwise agreed in writing between the Financial Institution and the Applicant and in such currency as the Financial Institution may determine to be appropriate. Without limiting the generality of the foregoing or paragraph 6 below, the Applicant further agrees that it will, in addition, prepay or reimburse the Financial Institution on demand, as the Financial Institution may require, for all charges and expenses to be incurred by the Financial Institution or already incurred by it at the time of demand in connection with the Credit including without limitation charges and expenses of other banks or other parties to be paid by the Financial Institution on behalf of the Applicant or which may become owing by the Financial Institution on behalf of the Applicant as a result of any failure by the Beneficiary to pay the charges and expenses of the other banks or other parties.

6. Applicant's Agreement to Indemnify Financial Institution.

The Applicant hereby indemnifies and agrees to hold the Financial Institution harmless from all losses, damages, costs, demands, claims, expenses and other consequences which the Financial Institution may incur, sustain or suffer, other than pursuant to its own negligence or willful misconduct, as a result of issuing or amending the Credit or enforcing or protecting the provisions hereof, including without limitation legal and other professional expenses reasonably incurred by the Financial Institution and whether incurred in defending any action brought against the Financial Institution to compel payment under the Credit or to restrain the Financial Institution from making payment there under in any proceedings brought by or on behalf of a Beneficiary or the Applicant, or in any proceedings brought by the Financial Institution against the Applicant, any guarantor of the Applicant's liabilities to the Financial Institution hereunder or with respect to the Applicant's or any guarantor's property charged or pledged to the Financial

Institution for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith. The Applicant further agrees that the Financial Institution shall not be liable for issuing a Guarantee in lieu of a Standby Letter of Credit as authorized in the Application, for any choice of another institution to issue a Standby Letter of Credit or Guarantee against the Financial Institution's counter-guarantee or supporting Letter of Credit, or for any act or omission of such institution whether in issuing a Standby Letter of Credit or Guarantee on instructions of the Financial Institution or otherwise.

7. Overdue Amounts.

If the Applicant fails to pay when due any amount payable by the Applicant to the Financial Institution, then, subject to the provision otherwise of any agreement in writing between the Applicant and the Financial Institution, the Applicant shall, after the date of its default, pay the Financial Institution the Local Currency equivalent of the overdue amount determined as of the date on which the Branch receives notice of the payment under the Credit or of any requirement for prepayment with respect thereto in accordance with the Branch's usual practice and shall pay the Financial Institution interest on the daily balance of such Local Currency amount calculated and payable monthly not in advance from and including the date when due to but excluding the date of payment in full at the variable nominal rate per annum equal at all times to the Financial Institution's prime rate of interest for loans to customers of the Branch in Local Currency plus 3% per annum. The Financial Institution's prime rate of interest for loans to its customers in a currency is the reference interest rate per annum declared by the Financial Institution from time to time to be its prime or base interest rate for loans to customers of the Branch in that currency.

8. Debiting the Applicant's Account.

The Financial Institution may charge all amounts payable to the Financial Institution pursuant to the provisions hereof to any account or accounts the Applicant maintains with the Financial Institution. Where an account is denominated in a currency other than the currency in which the Applicant owes payment to the Financial Institution, the Financial Institution may charge to the account such amount as will enable the Branch to purchase in accordance with the Branch's usual practice, the currency required to provide for payment of the Financial Institution. Notwithstanding the aforesaid, nothing herein shall oblige the Financial Institution to charge any amount to an account of the Applicant, nor shall the Financial Institution be liable for any appropriation from any account or among accounts that it may make pursuant hereto. The debiting of an amount to the customer's account as provided for herein shall constitute the Financial Institution's demand for payment of such amount unless the Financial Institution has otherwise demanded payment in respect thereof.

9. Payments Made Other Than in the Required Currency.

The Applicant shall make all payments required of it hereunder or with respect hereto in the currency required hereby (the "required currency") unless otherwise agreed between the Applicant and the Financial Institution. However, if a court or tribunal of competent jurisdiction orders any payment due in required currency to be made in any other currency (hereinafter referred to as "judgement currency") then payment shall be made as so ordered provided that if any payment in judgement currency made as aforesaid is insufficient to enable the Financial Institution on the date of its receipt to purchase in accordance with the Branch's usual practice the amount of required currency of which the Applicant owed payment to the Financial Institution, then the Applicant shall pay the Financial Institution such additional sum in judgement currency as is necessary to ensure

that the amount the Applicant pays the Financial Institution in judgement currency when converted as aforesaid is sufficient to produce the amount of the Applicant's payment obligation denominated in required currency. Each amount payable by the Applicant pursuant to this paragraph as an additional sum shall be due to the Financial Institution as a separate debt.

10. Responsibility of Financial Institution and Issuance of Credit.

Except as otherwise expressly provided, the Credit, if in the form of a Letter of Credit, shall be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce current at the time of issuance of the Credit ("UCP"). Without limitation thereof and in the case of a Guarantee or counter-guarantee neither the Financial Institution nor its employees shall be responsible for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any documents received under the Credit, or for any failure by the Financial Institution's agents or correspondents to carry out their instructions, or for any loss or delay in transit, in transmission or in the mail of the Credit, or any amendments or messages pertaining thereto, or for any error arising from translation or from interpretation of technical terms, or for loss arising out of the interruption of business by acts of God, riots, civil commotions, insurrections, wars, labour disputes, or any other cause beyond the control of the Financial Institution or its employees. Subject to any instructions set out in the Application and except in the case of the Financial Institution's delivery of the Credit or any amendment thereto to the Applicant for delivery to the Beneficiary, the Applicant authorizes the Financial Institution to issue or amend the Credit by mail, including ordinary mail, by teletransmission or by courier in accordance with the Financial Institution's usual practice for credits of the type for which the Applicant has applied hereby. The Applicant further authorizes the Financial Institution to amend the Credit to change the Financial Institution's address and the place of expiry from time to time.

11. Acceptance of Certain Documents.

In the case of a Guarantee or counter-guarantee and, notwithstanding any provision in UCP to the contrary in the case of a Letter of Credit, the Financial Institution may accept as complying with the terms of the Credit any documents or instruments or both required by the Credit to be completed, signed, presented or delivered by a Beneficiary which has or have been completed, signed, presented or delivered by a receiver, trustee in bankruptcy, assignee for the benefit of creditors, secured party or other like person believed in good faith by the Financial Institution to be lawfully entitled to the property of the Beneficiary in the Credit and the Financial Institution may make payments under the Credit to such person. The provisions of this paragraph 11 are inserted for the sole benefit of the Financial Institution and may not be relied upon by any other person whatsoever.

12. Ratification of Financial Institution's Acceptance of Documents.

In the case of variance between documents or instruments required under the Credit and those presented by a Beneficiary or other person authorized to make presentation thereof, the Applicant shall be deemed to have ratified and confirmed the Financial Institution's acceptance of the documents or instruments or both so presented as complying with the Credit and to have waived any right to object to variance from the documents or instruments or both required under the Credit unless immediately upon receipt thereof the Applicant shall have advised the Financial Institution in writing of any variance to which it objects and shall have returned all documents and instruments received by it under the Credit to the Financial Institution duly endorsed or otherwise transferred to the Financial

Institution as the Financial Institution may instruct the Applicant for the Financial Institution's disposition as the Financial Institution may see fit.

13. Rights Conferred on Financial Institution are Additional.

The rights and powers conferred upon the Financial Institution hereby are in addition and without prejudice to any other rights which the Financial Institution may now or hereafter enjoy and the security provided hereby is in addition to and without prejudice to any securities of any kind which the Financial Institution may now or hereafter hold for the account of the Applicant. The Applicant agrees to provide the Financial Institution with such further security as the Financial Institution may require from time to time, for the Applicant's obligations hereunder.

14. Application and Benefit.

The provisions hereof shall apply to the Credit and any transfer thereof as varied from time to time with the consent of the Applicant and other requisite parties and this Agreement shall be binding upon the Applicant and the Applicant's respective heirs, executors, administrators, successors and assigns.

15. No Obligation to Issue Credit.

Nothing herein shall oblige the Financial Institution to issue any credit at the request of the Applicant.

16. Governing Law and Joint Liability.

This Agreement shall be governed by and construed in accordance with the laws of the place where the Branch is situated. If this Agreement is executed by more than one Applicant, the liabilities of the Applicants to the Financial Institution hereunder shall be joint and several.

17. Language.

The undersigned hereby confirms its express wish that this agreement and any documents related thereto be drawn up in English only and declares to be satisfied therewith, the whole without prejudice to any such agreement or document.

Authorized Signatory of the Applicant:

Name of Authorized Signatory:

Date:

Place:

Seal: