

Request for a guarantee or standby letter of credit

1. Your details

*Denotes a mandatory field

Applicant name* (in full)	<input type="text"/>		
Address*	<input type="text"/>		
Name of contact person* (for queries)	<input type="text"/>		
Telephone*	<input type="text"/>	Fax	<input type="text"/>
Email	<input type="text"/>		
Is the Applicant also the principal (the party whose obligations the guarantee or standby letter of credit will support)?*			
No (please go to section 2)		<input type="checkbox"/>	Yes (please go to section 3)
		<input type="checkbox"/>	<input type="checkbox"/>

2. Principal details (if the Principal is not the Applicant)

Principal name (in full) ?	<input type="text"/>
Address	<input type="text"/>
Principal's relationship to the Applicant (for example subsidiary, joint venture company)	<input type="text"/>

3. Beneficiary details

Beneficiary name* (in full)	<input type="text"/>
Address*	<input type="text"/>
Email	<input type="text"/>

4. Amount of guarantee or standby letter of credit

Currency*	<input type="text"/>	Amount* (in figures)	<input type="text"/>	<input type="text"/>
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5. Type of guarantee or standby letter of credit and details of the underlying trade transaction

Type of application	guarantee <input type="checkbox"/> or standby letter of credit <input type="checkbox"/>
Type of guarantee or standby letter of credit – if known	<input type="text"/> (for example, bid or customer bond or advance payment guarantee)
Description of goods or services	<input type="text"/> (information is required for regulatory compliance purposes)
Description of the underlying transaction including contract or tender name, date and any reference number	<input type="text"/> (description will be used in the guarantee or standby letter of credit)

6. Period of guarantee or standby letter of credit

Do you want an expiry date?*	Yes <input type="checkbox"/>	<input type="text"/>	or	No <input type="checkbox"/>
(please complete one)		(please specify)		
Do you want an expiry event?*	Yes <input type="checkbox"/>	<input type="text"/>	or	No <input type="checkbox"/>
(please complete one)		(please specify)		
Valid from?*	date of issue <input type="checkbox"/>	or	Other date or event (please specify)	<input type="text"/>
(please complete one)				
Last date for claims*	same as expiry <input type="checkbox"/>	or	Other date or event	<input type="text"/>
(please complete one)				


7. Wording of guarantee or standby letter of credit* (please select one)

<input type="checkbox"/> HSBC standard wording	<input type="text"/>
(please specify which wording type)	
<input type="checkbox"/> Wording already provided	<input type="text"/>
(please specify the HSBC draft wording reference number)	
<input type="checkbox"/> Wording being provided	<input type="text"/>
(please email wording and a copy of this form to priorityqueries@hsbc.com with subject [Guarantee] [Standby] Request [Applicant name] - [date you send the form to us] - wording of [guarantee] [standby])	
<input type="checkbox"/> Foreign bank standard wording	<input type="text"/>
(please specify foreign bank name and country)	

8. Rules governing the guarantee or standby letter of credit* (please select one)

No rules <input type="checkbox"/>	ICC Uniform Customs and Practice for Documentary Credits (UCP600) <input type="checkbox"/>
International Standby Practices (ISP98) <input type="checkbox"/>	ICC Uniform Rules for Demand Guarantees (URDG 758) <input type="checkbox"/>
Other rules (If any, please specify)	<input type="text"/>

9. Involvement of a bank local to the beneficiary

9.1 Does the beneficiary want a bank local to it involved?	Yes (please go to section 9.2)	<input type="checkbox"/>	No/don't know (please go to section 10)	<input type="checkbox"/>
9.2 Local bank's role	Advising only	<input type="checkbox"/>	Confirming and advising/ re-issuing 	<input type="checkbox"/>
9.3 Has the beneficiary told you which local bank it wants involved	Yes (please provide details of that bank below)	<input type="checkbox"/>	No (please go to section 10)	<input type="checkbox"/>
	Local bank's name (in full)	<input type="text"/>		
	Location (country and, if known, city)	<input type="text"/>		
	SWIFT (if known)	<input type="text"/>		

10. Delivery of the guarantee or standby letter of credit to the beneficiary

Delivery method* (please select one)	To be collected <input type="checkbox"/>	Hard copy sent by courier <input type="checkbox"/>	Other (please specify) <input type="text"/>
Recipient name * (if beneficiary, put 'beneficiary')	<input type="text"/>		
Address*	<input type="text"/>		
Name of contact person*	<input type="text"/>		
Email	<input type="text"/>		
Telephone*	<input type="text"/>	Fax	<input type="text"/>

11. Payments from you (please give details of the account to debit for amounts due from you in connection with the guarantee or standby letter of credit)

Sort code*	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	Account number*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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12. Special instructions (if any)

<input type="text"/>

13. Terms

By making this request, you are agreeing to the following.

- 13.1 HSBC, we, our and us** means the member of the HSBC Group to which **you, the Applicant**, are making this request.
- 13.2** You request HSBC to issue (and/or procure the issue, or confirmation, by another bank of) the guarantee or standby letter of credit, as described above, using the wording you have specified above or any amended or replacement version of that wording that we agree with you, or that you authorise (the **Guarantee**). If HSBC does not have a relationship with the bank local to the beneficiary that you have specified, or you have not specified such a bank, you authorise HSBC in its discretion to use any bank in the beneficiary's location with which HSBC does have a relationship. You agree that if HSBC uses the services of another party in connection with the Guarantee, HSBC does so for your account and at your risk. If the Guarantee involves re-issuance, you authorise HSBC in its discretion to make its counter-guarantee to the re-issuing bank subject to URDG 758, even if the guarantee issued to the beneficiary is not to be subject to URDG 758. If you do not select an option in section 8

(Rules governing the guarantee or standby letter of credit) above, you authorise HSBC in its discretion to make the Guarantee subject to, if it is a guarantee, URDG 758 and, if it is a standby letter of credit, ISP98. If the wording you have specified for the Guarantee is, in the reasonable opinion of HSBC, deficient in some way, unless you specifically instruct otherwise, you authorise HSBC to change the wording in whatever way it deems appropriate in order to remedy that deficiency before issuing it. You agree to pay HSBC a commission on the maximum Guarantee amount at the rate and at the time(s) we agree with you or, if we have not agreed a rate or time with you, at our applicable standard rate and at the time(s) we notify to you. You agree that HSBC is entitled to charge commission from the Guarantee issue date until HSBC is satisfied that it has no further liability in connection with the Guarantee, and you acknowledge that this period may extend beyond any expiry date stated in the Guarantee. You also agree to pay ancillary charges relating to the Guarantee. Details of our standard commission rates and ancillary charges are available on request.

- 13.3 This request will be supported by, and subject to, the following terms in the following order of priority: (a) first, the applicable facility letter or other agreement(s) between you and HSBC for the provision of trade finance (so for instance, if an omnibus counter-indemnity that covers the Guarantee is in place between you and HSBC, the terms of that omnibus counter-indemnity will apply in place of the counter-indemnity in section 13.5 below); (b) secondly, the terms of this request form; and (c) thirdly, any other terms that apply generally to guarantees or standby letters of credit we issue at your request.
- 13.4 You represent and warrant that neither you, nor any of your subsidiaries, nor any of your or your subsidiary's directors, officers, employees, agents or affiliates, is an individual or entity (**person**) that is, or is owned or controlled by, persons that are: (a) the target or subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury or under the laws of the place where the HSBC office to which you are making this request is located, your jurisdiction of incorporation or HSBC's jurisdiction of incorporation (collectively, **sanctions**); or (b) located, organised or resident in a country or territory that is, or whose government is, the target or subject of sanctions.
- 13.5 You undertake that you will not, directly or indirectly, use, or facilitate the use by any of your subsidiaries or joint venture partners or by any other person of, the trade product you are requesting from us in this request: (a) to fund any activities or business of, or with, any person, or in any country or territory, that, at the time of such funding, is, or whose government is, the target or subject of sanctions or (b) in any other manner that would result in a violation of a sanction by any person. You represent and warrant to us that the details in this request form, or in any other document you provide to us in connection with this request, about the underlying relationship and the related goods or services are accurate and are those of a genuine transaction(s).
- 13.6 You confirm that you: (a) comply in each jurisdiction in which you operate with all applicable anti-bribery laws of that jurisdiction and of your jurisdiction of incorporation; and (b) are not party to, or used by any other person for, any money laundering or terrorism financing.
- 13.7 You irrevocably and unconditionally authorise HSBC to pay or otherwise honour any claim made or purported to be made under the Guarantee (or any related claim made against us by a confirming or re-issuing bank) that appears on its face to be in order (a **claim**), even if you or any other person contests HSBC doing so. Any action HSBC takes in compliance with this authority will, as between HSBC and you, be conclusive evidence of HSBC's liability to satisfy that claim (including as to the manner and amount of it). You must on demand: (a) pay to HSBC an amount equal to the amount of any claim; and (b) indemnify HSBC against any other cost, loss or liability incurred by HSBC (otherwise than by reason of HSBC's gross negligence or wilful misconduct) in connection with the Guarantee, in the currency in which the amount is incurred or, if HSBC so specifies, in the currency of the territory in which the HSBC office to which you are making this request is located, calculated at HSBC's selling rate for the relevant currency at the time HSBC demands payment from you.
- 13.8 You irrevocably authorise HSBC to debit: (a) the account specified in section 11 (Payments from you) above; or (b) if no account is specified, in accordance with any standing instructions we have from you that apply to amounts of that type; or (c) if we have no standing instructions for payment of amounts of that type, any account you hold with HSBC with any amount you owe HSBC in connection with this request or the Guarantee when that amount falls due. If the amount you owe us is in a different currency to amounts standing to the credit of the account you have authorised us to debit, you authorise HSBC to convert the currency of the account into the currency of the amount you owe using HSBC's selling rate for the relevant currencies at the relevant time.
- 13.9 You agree to pay, on demand by HSBC, an amount up to the maximum Guarantee amount then outstanding in the currency of the Guarantee (or, if HSBC so directs, its equivalent in the principle currency of the territory in which the HSBC office to which you are making this request is located) into an account in your name held with HSBC or in the name of HSBC: (a) from which withdrawals may only be made to pay HSBC amounts due and payable in respect of the Guarantee; (b) the credit balance of which will not be due or accruing due to you, until the amount outstanding under the Guarantee is zero; and (c) if the account is in your name, over the credit balance of which HSBC has a satisfactory security interest and no third party has any security interest.
- 13.10 Your request and the terms in this section 13, and any non-contractual obligations arising in connection with any of them, are governed by: (a) the law that governs the trade facility under which you are making this request (as stated in the facility agreement for that trade facility); or (b) if you have no such trade facility with HSBC, by the law of the jurisdiction in which the HSBC office to which you make this request is located, and are subject to the non-exclusive jurisdiction of the courts in that jurisdiction.

Signed by the Applicant or its authorised representative(s), **for instance, those authorised under its mandate.**

Date

Signature

Signature

Print name

Print name

To submit your request

GTRF Services
HSBC Bank plc
2nd floor, 62-76 Park Street
London SE1 9RN

Tel: 0207 200 1467

Fax: 0207 260 4680

Email: priorityqueries@hsbc.com

Please post or fax this form to:

We can only accept instructions by fax if we hold a fax indemnity from you. If you have not given us a fax indemnity, but you wish to arrange for one, please contact your Relationship Manager. **We do not accept guarantee requests by email.**