HSBC

Branch:

To: HSBC Bank Middle East Limited (the "Bank")

Application for Irrevocable Standby Documentary Credit

1. Applicant (name and address):

2. Date: D D M M Y Y Y Y

3. DC No:

5. Beneficiary (name and address):

Contact person:

Phone no.

Fax no.

4. Currency and amount in figures:

(in figures)

6. Currency and amount in words:

(in words)

8. Partial drawings: ☐ Allowed ☐ Not allowed

7. Expiry date at the counters of HSBC Bank Middle East Limited, Dubai : D D M M Y Y Y Y

Please establish an irrevocable standby documentary credit as follows:

9. **Documents required (please select):**

a. ☐ Beneficiary's drafts to be drawn at sight on HSBC Bank Middle East Limited, Dubai

b. ☐ Beneficiary's signed statement certifying that the amount drawn hereunder represents and covers the default value of invoice(s)

c. ☐ Beneficiary's signed statement certifying that the beneficiary has made shipment of the required goods and has supplied the required documents to buyer and has not been paid at sight within ☐ days of the invoice date/shipment date/date of transport documents

d. ☐ Other

(The documents referred to in (a) to (d) above, and any other documents relating to the Goods, the 'Documents').

10. Rules governing the irrevocable standby documentary credit (Please select one.)

☐ International Standby Practices ISP98 (ISP98) ☐ ICC Uniform Customs and Practice for Documentary Credits (UCP600)

11. Advising bank:

12. Description of goods/services (Please insert brief description.):

(the "Goods")

13. Special instructions (if any):

14. Payments from you (please give details of the account to debit for amounts due from you in connection with the irrevocable standby documentary credit.

Account no: ___ – ___ – ___

15. Terms and Conditions:

By making this request, you are agreeing to be bound by the following terms and conditions:

15.1 The words 'we', 'our' and 'us' shall be read as 'I', 'my' or 'me' if this application is signed by or on behalf of an individual.

15.2 HSBC means the member of the HSBC Group to which you, the Applicant, are making this request.

15.3 Country means the United Arab Emirates.

15.4 We hereby acknowledge that we have fully read and understood the provisions of ISP98 or UCP600 as well as the documentary credit provisions set out in the Federal Law No.18 of 1993 (UAE Commercial Code). Terms used herein shall, unless the context otherwise requires, have the same meanings as are set out in ISP98 or UCP600. We further agree that in the event of any conflict between provisions of this Irrevocable Standby Documentary Credit and either ISP98 or UCP600, this Irrevocable Standby Documentary Credit shall prevail.

15.5 You request HSBC to issue (and/or procure the issue, or confirmation, by another bank of) the 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 at its discretion to use any bank in the beneficiary's location with which HSBC does have a relationship. If you do not select an option in section 10 (Rules governing the guarantee or standby letter of credit) above, you authorise HSBC at its discretion to make the Guarantee subject to ISP98. Terms used herein shall, unless the context otherwise requires, have the same meanings as are set out in ISP98. We further agree that in the event of any conflict between provisions of this Standby Documentary Credit and ISP98, this Standby Documentary Credit shall prevail.

15.6 This request will be supported by, and subject to, the following terms in the following order of priority: (a) first, the Counter-Indemnity that covers the Guarantee that is in place between you and HSBC; (b) secondly, the terms of this request form; and (c) thirdly, any other terms that apply generally to standby letters of credit we issue at your request.

16. We certify that neither the beneficiaries named nor the suppliers of the Goods are subject to boycott or blacklisting. We further certify that the import of the Goods is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license required.

17. Drafts may be drawn claused 'without recourse' if the drawers so require.

18. We acknowledge that it is HSBC's policy to comply with all relevant laws and regulations, including anti- terrorism anti-money laundering and sanction laws and regulations including, without limitation, those sanctions issued by the European Union, the United Nations, the government of the United States and the US Office of Foreign Asset Control or any other respective measure.

19. We acknowledge that the Bank may take, and may instruct members of the HSBC Group to take, any action which the Bank at its sole discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions regimes or to act in accordance with relevant laws, regulations, sanctions regimes, international and national guidance, relevant HSBC Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the Group. This includes the interception and investigation of any payment, Communication or Instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime. Such action may include but is not limited to: the interception and investigation of any payment messages, instructions or other information sent in relation to the 'Standby Documentary Credit'; or making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

20. Neither you nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of any delay or failure by you or any member of the HSBC Group in performing any of its duties under these terms and conditions or other obligations caused in whole or in part by any steps which you at your sole and absolute discretion, considers appropriate under applicable laws and regulations.

21. The undersigned hereby irrevocably submits to the non-exclusive jurisdiction of the Country.

22. This Application shall be governed by and construed in all respects in accordance with the laws of the Country.

23. All other bank charges to A/C of:

☐ Ourselves ☐ Beneficiary

All your charges to A/C of:

☐ Ourselves ☐ Beneficiary

24. Confirmation:

☐ Required ☐ Not required

Confirmation charges to be borne by:

☐ Beneficiary ☐ Applicant

25. In case of need please contact:

on tel

for Bank use Only

26. Fax indemnity ☐ Held ☐ Not held

27. *I/We confirm My/Our agreement to the terms and conditions contained in this application.*

S.V.

28. Omnibus Counter Indemnity submitted:

☐ Yes ☐ No

29. Management approval

HSBC Bank Middle East Limited
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