

**Applicant Information:**

<input type="text"/>	
<i>Name / Company</i>	<i>Phone no.</i>
<input type="text"/>	
<i>Street, Address</i>	
<input type="text"/>	
<i>Country, City</i>	<i>E-mail</i>
<input type="text"/>	
<i>Contact person</i>	<i>Our reference no.</i>

**(If principal obligator is not the same as the principal, please mention under "Remarks")**

## Order to issue a Guarantee

I/We hereby request you to issue on my/our behalf and for my/our account a guarantee as per the following conditions

**Guarantee currency / amount / expire**

<input type="text"/>	<input type="text"/>	Expire Date	<input type="text"/>
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(please enter numeric amount)

**Legal form**

Guarantee     Standby L/C

**Underlying transaction** *(details of tender/bid; contract no./date, contents, description/origin of goods or service, contract value)*

**Beneficiary**

Company / Name / Surname:	<input type="text"/>
Street / Address:	<input type="text"/>
	<input type="text"/>
Country:	<input type="text"/>
ZIP / City:	<input type="text"/>

**Bank of Beneficiary**

Bank Name:	<input type="text"/>
SWIFT / BIC:	<input type="text"/>
Account holder name:	<input type="text"/>
Account #:	<input type="text"/>
City:	<input type="text"/>
Country:	<input type="text"/>

**Handing over of original guarantee to**

Swift message     Paper form

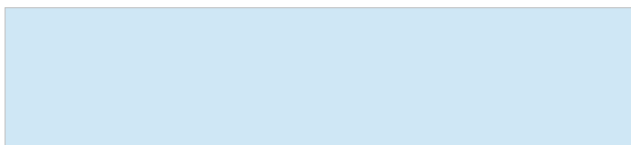
**Remarks**

**Terms and Conditions of Guarantees,  
Standby Letters of Credit and  
Documentary Letters of Credit (the 'Credit')**

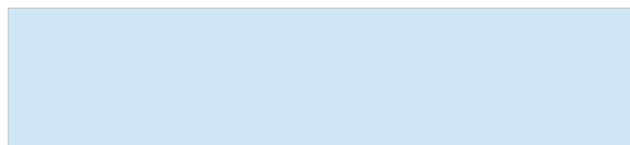
In consideration of Metro Capital Bank Limited, registered at South Quay Bldg. 189 Marsh Road, London E14 9SH, United Kingdom, registration number 06572923 ('the Financial Institution') so doing or complying with my/our request, I/we, the Applicant, hereby irrevocably and unconditionally undertake and agree:

1. to indemnify the Financial Institution from and against all claims, actions, proceedings, liabilities, damages, losses, costs and expenses (including any legal costs as between solicitor and client that the Financial Institution may incur in connection with the Credit, or in enforcing or attempting to enforce the Financial Institution's rights under this indemnity), which the Financial Institution or the Agent Financial Institution or both may suffer, incur or sustain by reason or on account of the Financial Institution or the Agent Financial Institution having given the Credit or in connection with the Credit including any counter indemnity or counter Credit or undertaking to the Agent Financial Institution and renewals thereof and other undertakings, as well as against my/our liability for every payment which the Financial Institution may make or be called upon to make pursuant to or in connection with the Credit and pay the Financial Institution forthwith on demand without proof or condition all sums which the Financial Institution or the Agent Financial Institution shall pay or be liable for or called upon to pay under or in connection with the Credit on all amounts so paid from the date such amounts are paid until I/we reimburse or pay the Financial Institution in full at such rate or rates as may from time to time be fixed or determined by the Financial Institution with monthly rests; I/we agree, 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. 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.
2. that the Financial Institution and the Agent Financial Institution are entitled to make any payments and comply with any demands which may be claimed from or made upon the Financial Institution or the Agent Financial Institution under or in connection with the Credit on or at any time after any first demand being made without any reference to or authority from me/us and without requiring proof that the amounts so demanded are or were due or inquiring into the validity, genuineness or accuracy of any document, certificate or statement received by or made to the Financial Institution or the Agent Financial Institution with respect to or under the Credit and notwithstanding that I/we may dispute the validity of any such demands or payments or that, for any reason whatsoever the Financial Institution or the Agent Financial Institution was/is entitled to refuse to make any payment or that any such demands are made after the stated expiry date (if any) of the Credit and I/we shall not at any time question or challenge the validity, legality or otherwise of any such payment by the Financial Institution or the Agent Financial Institution or deny any liability under this indemnity on the ground that such payment or any part thereof made by the Financial Institution or the Agent Financial Institution was not due or payable under or in connection with the Credit on any demand made under or in connection with the Credit or that the Financial Institution or the Agent Financial Institution could have resisted any claim thereof or on any other ground whatsoever and any payment made by the Financial Institution or the Agent Financial Institution on any demand made under or in connection with the Credit shall be accepted by me/us as conclusive evidence that the Financial Institution and the Agent Financial Institution were liable to make such payment;
3. that if at any time, the Financial Institution requires collateral, I/we shall on demand pay to the Financial Institution forthwith, by way of cash collateral (or such other collateral in all respects acceptable to the Financial Institution) an amount equivalent to the Financial Institution's maximum actual and/or contingent liability under or in connection with the Credit and the Financial Institution shall be entitled to place the cash collateral into a suspense account and this sum shall be held by the Financial Institution and applied towards the discharge of all my/our obligations to the Financial Institution in connection with the Credit and/or under this indemnity and the Financial Institution shall repay me/us without interest as and to the extent that my/our obligations to the Financial Institution under this indemnity are reduced or otherwise discharged or terminated. The Financial Institution shall be entitled to debit any of my/our assets held with the Financial Institution with or without any prior demand for or in respect of the Financial Institution's liabilities or the Agent Financial Institution's liabilities under or in connection with the Credit or in respect of my/our liabilities to the Financial Institution under or in connection with this indemnity whether such liabilities be actual or contingent;
4. that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable by me/us to the Financial Institution on demand in addition to all other monies) payable to the Financial Institution and the Financial Institution is entitled to debit any of my/our assets held with the Financial Institution for payment of the Financial Institution's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes upon or after the issuance of the Credit;
5. that certificates signed by any officer of the Financial Institution submitted to me/us as to the amount due or payable or owing or liable by me/us for the time being under this indemnity at any time shall be conclusive evidence;
6. that in the event that the Credit is subject to and is to be governed by the laws of a jurisdiction other than England and should any demand(s) be subsequently be made under the Credit, I/we agree and authorize the Financial Institution to then, and in its sole discretion, obtain an opinion from legal counsel on the validity and enforceability of the Credit, prior to the Financial Institution or the Agent Financial Institution making payment in accordance with such demand(s) and I/we further agree that I/we shall bear the entire cost of obtaining such an opinion and I/we shall indemnify the Financial Institution against all actions, proceedings, damages, costs (including any legal costs as between solicitor and client), claims, demands, expenses and losses whatsoever suffered by the Financial Institution or the Agent Financial Institution due to any delay in the payment of such demand(s) caused by the Financial Institution having to obtain such an opinion;
7. that my/our liability to the Financial Institution is irrevocable and shall remain in full force and effect until the Credit has been returned to the Financial Institution for cancellation or until the receipt of written notice from the beneficiary of the Credit that the Financial Institution is released from all liability under the Credit or until the period of limitations (under the governing law of the Credit) with respect to the beneficiary's right to claim under the Credit has lapsed and the Financial Institution's liability there under is fully discharged to the Financial Institution's satisfaction;
8. that the Financial Institution may disclose to the Agent Financial Institution or correspondent Financial Institutions, guarantors, solicitors, agents and the beneficiary of the Credit, such information about myself/us, my/our accounts and such other information as the Financial Institution may think fit and we irrevocably consent and authorize such disclosure by the Financial Institution and its officers;
9. that this indemnity shall remain in full force and effect until the Financial Institution confirms to me/us in writing that the Financial Institution has been released from all liability under or in connection with the Credit and notwithstanding any change whatsoever in our constitution (if a company or partnership) and shall be binding on me/us and my/our personal representatives (if an individual) and shall inure to the benefit of and be enforceable by the Financial Institution's successors and assigns;
10. that words denoting the singular shall also include the plural and vice versa and if this indemnity is or purports to be signed or executed by or on behalf of more than one person the liability of each such person hereunder shall be joint and several and the Financial Institution is to be at liberty without thereby affecting the Financial Institution's rights hereunder to release discharge compound with or otherwise vary or agree to vary the liability under this indemnity or make any other arrangements with any one or more of the undersigned;
11. that the words "the Credit" shall, where applicable, include all Credits, bonds and undertakings issued by the Financial Institution or the Agent Financial Institution and counter indemnities, counter Credits and undertakings given by the Financial Institution to the Agent Financial Institution and all fresh Credits, bonds, counter indemnities, counter Credits and undertakings issued or given from time to time and any renewal of all such Credits, bonds, counter indemnities, counter Credits and undertakings whenever issued or given and all subsequent and further renewals of any such Credits, bonds, counter indemnities, counter Credits and undertakings and all increases and extensions in the amount of liability and all extensions of the period of Credits, bonds, counter indemnities, counter Credits and undertakings and all changes, alterations, modifications and amendments of the terms and conditions of any such Credits, bonds, counter indemnities, counter Credits and undertakings;
12. that each of the provisions of this indemnity shall be several and distinct from one another. If any one or more of the provisions contained in this indemnity shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of each of the remaining provisions contained herein shall not in any way be affected, prejudiced or impaired thereby;
13. that Metro Capital Bank Limited is not a Bank supervised by the Financial Services Authority and does not provide any banking services that are regulated under the respective banking supervision laws of the United Kingdom.
14. that this indemnity shall be governed by and construed in accordance with English Law and I/we hereby irrevocably submit to the non-exclusive jurisdiction of England.

Your above terms and conditions are herewith accepted by me/us and shall apply to this order



Place and Date



Stamp, Signature of Applicant