

## APPLICATION & INDEMNITY FORM FOR BANKER GUARANTEE

To : **RHB BANK BERHAD** Date: \_\_\_\_\_  
 Branch : \_\_\_\_\_

Please issue for my / our account, a Banker's Guarantee, in accordance with the under-mentioned particulars.  
 The issuance of this guarantee is also subject to the terms and conditions of the Letter of Offer and the Indemnity / Company's Resolution which we agree to execute / furnish prior to its issuance.

Please refer to reverse for my / our Indemnity for this application.

**TYPE OF GUARANTEE** :

- Performance Bond for Local / International Contracts
- Guarantee for Financial Obligations
- Guarantee favouring Statutory Boards & other Government Bodies
- Security Deposits for Customs / Immigration
- Others (please specify) \_\_\_\_\_

**PARTICULARS OF APPLICANT** :

Name : \_\_\_\_\_  
 \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PARTICULARS OF BENEFICIARY** :

Name : \_\_\_\_\_  
 \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PARTICULARS OF GUARANTEE**

Amount : \_\_\_\_\_ Rate : \_\_\_\_\_ 1.000000  
 Currency :  SGD S\$ Equiv : \_\_\_\_\_ 0.00  
                    USD  
                    Others (please specify) \_\_\_\_\_

Validity Period : From \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ Tenor : \_\_\_\_\_  
 inclusive of claims period\*  
 latest claims date\*

**PARTICULARS OF SECURITY** :

Full Margin : \_\_\_\_\_  
 Fixed Deposit Account \_\_\_\_\_  
 held in the name of \_\_\_\_\_  
 for \_\_\_\_\_  
 Others (please specify) \_\_\_\_\_

**DESPATCH / COLLECTION OF BG**

Date of BG required \_\_\_\_\_  
 Despatch direct to Beneficiary by A.R. Registered Mail  
 Collect by Applicant  
 Special Instruction (please specify) \_\_\_\_\_  
 \_\_\_\_\_

### FOR BANK USE

BG NO. : \_\_\_\_\_  
 Commission : \_\_\_\_\_  
 Other Charges : \_\_\_\_\_  
 Total : \_\_\_\_\_

Prepared by : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Approved by : \_\_\_\_\_  
 Date : \_\_\_\_\_

\* select accordingly



INDEMNITY

**BANK GUARANTEE NO.** : \_\_\_\_\_  
**AMOUNT GUARANTEED** : **0.00**  
**IN FAVOUR OF** : \_\_\_\_\_  
**ON BEHALF OF** : \_\_\_\_\_

IN CONSIDERATION of your issuing at my/our request the above-mentioned guarantee (hereinafter referred to as "the said Guarantee").

I/We, the undersigned, HEREBY AGREE COVENANT AND UNDERTAKE as follows:-

- 1 To indemnify you and continue to keep you indemnified and save you harmless against all action, legal or otherwise, liabilities, losses, damages, costs, expenses, claims and demands which you may incur, suffer or sustain in any way whatsoever now or in the future by reason of your issuing the said Guarantee or arising in relation to or in connection with or out of the same, including all legal and other costs, charges and expenses of whatsoever kind which you may incur, suffer, sustain or be liable for in relation to or in connection with but not limited to the defence of any action irrespective of whether such action has been rightfully or wrongfully defended by you in respect to any enforcement or attempted enforcement of the said Guarantee by any persons.
- 2 That any request made upon you by the abovenamed beneficiary which appear or purport to be made under the guarantee for payment of any sum of money shall be sufficient authority to you for making such payment and we undertake not to stop you from honouring the said letter of guarantee under any circumstances and in the event that you honour the said letter of guarantee we undertake further not to institute any legal action against you for you having done so and we further agree that any such request shall be binding on us and shall as between you and us be accepted as conclusive evidence that you were liable to pay or comply with it.
- 3 To permit you at any time without prior notice or reference to me/us to exercise earmarking of my/our account or any other security given whether such security be in the form of a advance cash payment or a fixed deposit to enable you to meet any claims arising out of the said Guarantee without your having obtained prior notice of my/our failure to fulfill the contract.
- 4 That you shall be entitled to debit our account or accounts at any of your branches with the amount of any payment (including interest) you may make under or in respect of the said letter of guarantee and in the event of insufficient funds in our account or accounts we undertake to repay the shortfall immediately and until payment is received by you in full, we agree to pay interest on the outstanding amount as well after as before any judgement from the date when they were first paid or incurred by you at the interest rate as may be determined by you from time to time.
- 5 That this Indemnity shall not be determined or in any way prejudiced by any absorption reconstruction or reorganisation of or by you or by our concern/company or any amalgamation thereof or therewith and in the event of any absorption reconstruction or reorganisation as aforesaid this Indemnity shall enure and be available for any by the absorbing reconstructed, reorganised or amalgamated concern/company.
- 6 That without prejudice to the foregoing provisions hereof, you may at any time in your absolute discretion while the said letter of guarantee is outstanding and before any request or any payment that has been made thereunder debit any deposit (current or otherwise) with the full face value of the said letter of guarantee or transfer any deposits or sums standing to the credit of our accounts with you (notwithstanding that any deposit in any term deposit account has not matured or any of the special conditions applicable to the deposits have been satisfied) to yourselves or appropriate them to the extent of the full face value of the said letter of guarantee.
- 7 All my and our obligations under this indemnity shall be joint and several and shall on my or our death bind my or our legal personal representatives.
- 8 That I/We further undertake to deposit immediately with you as advance cash payment for this Indemnity the amount guaranteed at any time that you may require me/us to do so during the currency of this Indemnity.
- 9 That this undertaking by me/us shall be irrevocable and shall remain in full force and effect until the said Guarantee shall have been returned to you for your cancellation.
- 10 That this Indemnity shall be binding upon my/our heirs personal representatives assigns liquidators and successors-in-title.
- 11 In event where the effective date of the Bank Guarantee needs to be backdated (i.e. dated earlier than the date of this application), we hereby certify to the best of our knowledge that we have not defaulted in our performance from the effective date till to date.
- 12 I/We hereby declare that the contents of this Indemnity have been explained to me/us and I/We have perfectly understood the same before signing it.
- 13 To return the original Guarantee to you for cancellation or obtain a letter from the Beneficiary to discharge or disclaim you from any liability whatsoever. Meanwhile, we authorised you to continue to hold whatever collateral or security (cash or others) we have placed with you until the original Guarantee or disclaimer letter is obtained from the Beneficiary.

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 Authorised Signatory(ies) / Company Stamp (if any)