

To : The Manager
The Hongkong and Shanghai Banking Corporation Limited

_____ Office

Date _____

DC No. _____

REQUEST FOR COUNTER-SIGNING OF SHIPPING GUARANTEE

- 1) *I/We hereby request your counter-signature on the Shipping Guarantee presented to you by *me/us whereby *I/we have agreed to indemnify _____ in consideration of their delivery to *me/us without production of the Bill of Lading number _____ in respect of the goods under-mentioned ex ss/mv _____ against bill under documentary credit number _____ drawn on *me/us for _____
- 2) Quantity and description of goods

- 3) In making this application for the release of goods under the said Shipping Guarantee, *I/we authorise you
 - a) to debit *my/our account number _____ for the sum of _____ (words and figures) as a margin payment against any liability incurred by you in connection with the above transaction and you are hereby authorised to apply all or part of such margin payment at your discretion in settlement of the whole or part of such liability together with interest and commission thereon and other charges connected therewith and, if necessary for the foregoing purpose, to convert such margin payment into the required currency at the exchange rate ruling at the date such conversion is made.
 - b) to effect payment of the relative bill on presentation even when documents contain discrepancies.
 - c) to debit *my/our account without further notice or claim on *me/us in respect of any balance owing to you by *me/us in connection with this item.
- 4) In consideration of your countersigning the said Shipping Guarantee *I/we hereby agree:
 - a) that *I/we will at all times indemnify you and keep you indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, costs and expenses whatsoever which may be taken or made against you incurred or become payable by you in respect thereof.
 - b) that *I/we shall duly honour and discharge all drafts presented to *me/us relative to the said goods.
 - c) that *I/we shall duly honour the terms of your General Security Agreement Relating to Goods or Trade Financing General Agreement.
 - d) that on the receipt of the Bill of Lading for the said goods *I/we shall deliver the said Letter of Indemnity to you for cancellation.

- e) that until the cancellation of the said Shipping Guarantee and until the due payment of all drafts relating to the said goods the Bill of Lading if made out to *me/us shall on receipt be endorsed to you and that in any event the said goods shall be received by *me/us to hold the same and the proceeds thereof in trust on your behalf and will be separated from my/our property.
- f) that should the said Shipping Guarantee not be released to you within one calendar month from the date of issue *I/we shall pay you a commission at the rate ruling at the date of issue in accordance with your tariff irrespective of whether the Bill of Lading is received through your agency.
- g) to be bound by the consent clause appearing below.

5) **Customer Consent**

To enable you to provide or consider whether to provide us with services, we are required to supply to you, personal, account and transactional information ("Customer Information").

Subject to you agreeing to provide such services as we may request, you will use, store and transfer (whether within or outside Singapore) and/or exchange such details and information to or with all such persons as you may consider necessary. This includes but is not limited to any member of the HSBC Group for any and all purposes in connection with such service and/or for the purpose of promoting, improving and furthering the provision of other financial services by you and any member of the HSBC Group to us generally, and/or any other purposes and to such persons as may be in accordance with your general policy on disclosure of information as set out in statements, circulars, notices or other terms and conditions made available by you to us from time to time.

Without prejudice to the above, we acknowledge that, where you consider it necessary or appropriate, you may transfer any such data, details or information to any service provider (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on behalf of you to us (including third party service providers, sales and telemarketing agencies).

We agree and acknowledge that overseas service providers may be required by law to disclose information received from you to third parties. Such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

Signature(s) of Authorised Signatory(ies) and company stamp

**Pls delete where applicable.*

S.V.