

Application for SBLC/Letter of Guarantee/Indemnity

B/G No. :		Date :	
Name & Address of the Applicant:		Name & Address of the Beneficiary	
Contact Person : Tel and Fax No:			
Instructions to issue Bank Guarantee / SBLC			
Purpose of the Guarantee / SBLC : <div style="display: flex; justify-content: space-between;"> <div> SBLC Performance Bond Bid Bond </div> <div> Renewal of BG no: Advance Payment Bond Others _____ (Please specify) </div> </div>			
Currency & Amount in figures and words:			
Issue Date : Effective Date :		Expiry Date: Claim Period :	
If format of BG / SBLC is not provided, the Bank's standard format will be applied. Format of BG / SBLC is attached:			
Please specify supporting Document(s) (if any)			
Issue by Tele-transmission Name & Address of Bank/ Branch _____ _____ _____		Issue by Courier to Beneficiary	
Name of the Contact Person _____		Contact No. : _____	
Payment Instructions			
We instruct KBZ to issue the Bank Guarantee / SBLC under the Terms and Conditions set forth on reverse page and to debit our account below for the Amount together with all your charges.			
Account No.:		Date :	
Name of Applicant/Company			
Signature & Company Stamp		Bank use only	
		Maker	Checker
		Approver	

TERMS AND CONDITIONS FOR THE BANK GUARANTEE APPLICATION

In consideration of our request to you, Kanbawza Bank Limited ('the Bank') to issue the Bank Guarantee ('BG'), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions:-

1. DEFINITION

- 1.1 **"KBZ BANK"** means Kanbawza Bank Limited and all the branches of KBZ Bank, including any branches that shall be set up by KBZ Bank in the future.
- 1.2 **"Business Day"** means a day other than a Saturday, Sunday, public holiday or bank holiday in Myanmar.
- 1.3 **"Term"** means the term of this terms and conditions determined in accordance with the provisions of Clause 10.
- 1.4 **"CBM"** means the Central Bank of Myanmar.
- 1.5 **"Customer"** refer to a KBZ Bank customer using the Bank's products or services.
- 1.6 **"Intellectual Property"** means the term of this terms and conditions determined in accordance with the provisions of Clause 7.
- 1.7 **"Website"** means the KBZ Bank Website at www.kbzbank.com.

2. RESPONSIBILITY OF CUSTOMER

- 2.1 Customer hereby agree that the Bank is authorised and shall be entitled to make any payments and comply with any demands which may be made upon the Bank under the BG on or at any time thereafter:
 - 2.1.1 without any reference to or authorization from customer;
 - 2.1.2 without requiring proof that the amounts so demanded are or were due and without the beneficiary of the BG having to assign any reasons for the claims (subject to the terms and conditions of the BG);

- 2.1.3 without inquiring into the validity, genuineness or accuracy or legality of any document, certificate or statement received by or made to the Bank in respect of the claim or demand made under the BG; we shall at all times keep the Bank fully indemnified and hold the Bank harmless against all liability whatsoever in relation to the Bank in making such payment(s).
- 2.2 The Bank is fully authorized by customer:
- 2.2.1 to earmark a sum sufficient to cover the Bank's total liability under the BG from customer account(s) with the Bank or debit the said sum or part thereof at any time; and/or
- 2.2.2 to set aside any other moneys held by the Bank for customer account and benefit; and/or
- 2.2.3 to set-off (with the giving of prior notice of such time as may be specified in writing to customer) against the placement held by the Bank under clause 2.7 below; and to apply it or any portion thereof towards the reimbursement and indemnification of any sum of money the Bank may have been called upon to pay by reason of and in accordance with the terms and conditions of the BG as aforesaid. Customers acknowledge and agree that the Bank may exercise such rights concurrently or otherwise with other rights and remedies that the Bank may have against the customer.
- 2.3 Customer further authorise the Bank to further debit our current account(s) at any time and as and when requested by the Bank, customer shall deposit with the Bank immediately the sum of cash and/or other forms of goods or assets acceptable to the Bank as collateral and sufficient in value to cover the Bank's liabilities (whether actual or contingent, primary or collateral and several or joint) due to insufficient funds debited in advance under the preceding clause to meet our obligations to the Bank in respect of the BG from the date on which our current account(s) have been debited in advance under the preceding clause until the date on which customer are required to reimburse the Bank for payments made by the Bank or its agent under the BG.
- 2.4 Customer acknowledges that the indemnity and agreement to the Bank contained herein are irrevocable and shall remain in full force and effect:

- 2.4.1 until the BG has been returned to the Bank for cancellation; or
- 2.4.2 until the beneficiary of the BG has given a written confirmation discharging us and the Bank from all liabilities under the BG.
- 2.5 Customer further acknowledges that until the occurrence of any one of the events set out in clause 2.5 above:
 - 2.5.1 the Bank shall continue to hold all monies and/or cash margin and/or whatever goods/assets we have placed with the Bank as collateral for the BG; and
 - 2.5.2 customer indemnity contained herein shall continue to be valid and remain in full force and effect.
- 2.6 For BG application which is fully backed by cash margin, customer agree to deposit with the Bank prior to the issuance of the BG or at any time the Bank may determine at its discretion, the sum of minimum 100% of cash margin equivalent to the full amount of the BG to be issued by the Bank or any sum the Bank may determine at its discretion.
- 2.7 Where this terms of the Guarantee in the specimen text are insufficient, incomplete or otherwise unacceptable to the Bank for any reason whatsoever, the Bank may with the Applicant's consent (such consent may be either oral or written) modify, alter or otherwise amend the terms of the Letter of Guarantee and any guarantee resulting from such modification, alteration or amendment shall bind the Applicant upon the Terms and Conditions herein as if the modified, altered or amended guarantee was issued upon the Applicant's express written application.
- 2.8 This terms and conditions shall continue to be valid and binding notwithstanding any change in the Applicant's constitution, if a corporation, by amalgamation, consolidation, reconstruction or otherwise, and if a firm, by retirement, expulsion, death, admission, accession or change of any partners or otherwise.
- 2.9 On the occurrence of any of the following events of default the Bank shall cease to be under any further commitment to the Applicant and all outstanding hereunder shall become due and payment

immediately and the Applicant shall provide cash cover for all contingent liabilities and for all bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Applicant's account or at the Applicant's request:

- 2.9.1 If the Applicant breaches any term of this Agreement including failure to pay any amount due under this Agreement on the due date or on demand, if so payable;
- 2.9.2 If the Applicant is unable to pay the Bank's debts when they become due or commit an act of bankruptcy or insolvency;
- 2.9.3 If the Applicant ceases or threatens to cease carrying on the Applicant's business or transfer or dispose or intend to so transfer or dispose of a substantial part of the Applicant's assets or change or intend to change the nature or scope of the Applicant's business as now conducted;
- 2.9.4 If any resolution is passed, or a petition is presented against the Applicant for bankruptcy, liquidation, winding up or dissolution or for the appointment of a judicial manager, or a liquidator, receiver, trustee or similar official is appointed of all or a substantial part of the Applicant's assets or if execution or any form of action is levied or taken against any of the Applicant's assets;
- 2.9.5 If the Applicant defaults under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligation concerned the right to accelerate repayment or withdraw the advance or credit;
- 2.9.6 If, in the Bank's opinion, there is any change or threatened change in circumstances which would materially and adversely affect the Applicant's business or financial condition or the Applicant's ability to perform its obligations under this Agreement or any other agreement with the Bank, including any change or threatened change in the Applicant's shareholders or directors, if a corporation;

- 2.9.7 If a notice for compulsory acquisition of the mortgaged property (if any) or any part thereof is issued or made under or by virtue of an Ordinance or any other statutory provision;
- 2.9.8 If any of the foregoing events or analogous events or proceedings occurs in relation to any third party who now or hereafter has guaranteed or provided security or given an indemnity for the facilities.
- 2.10 Customer shall read and understand the contents of the BG to be issued by the Bank and in the event customer do not understand the legal implication of the contents of the BG, customer shall seek an independent legal advice on the same and customer hereby agree and acknowledge that customer shall not hold the Bank responsible for any loss that customer may sustain or incur as a result of the Bank issuing the BG.

3. LIMITATION OF LIABILITY

Neither party will be liable to the other for any loss of profits, loss of data, loss of use, cost of cover, business interruption or other special and incidental, indirect, punitive or consequential damages, howsoever caused, under whatsoever theory of liability, arising from the performance of, or relating to, this terms and conditions, unless either party causing loss did so willfully, negligently or without the due care and skill required for someone in the position of that party.



4. INDEMNITY

- 4.1 The Customer agrees to defend, indemnify and hold harmless KBZ Bank against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney fees) or claims caused by or resulting from the use of the services.
- 4.2 The Bank may incur in connection with the BG, or in enforcing or attempting to enforce customer indemnity contained herein), which the Bank may suffer, incur or sustain by reason or on account of the Bank having issued the BG at our request.

5. RIGHT OF SET OFF

The Customer is obliged to return any excess funds inaccurately credited due to erroneous transactions by a third party or by the Bank or for any reason. Where such funds do not rightfully belong to the customer, the Bank may deduct such excess deposits without any restriction, notice or by all reasonable other means.

6. WARRANTY

As a condition of the use of services, the Customer warrants to KBZ Bank that the Customer will not use services for any unlawful purpose. The Customer agrees to abide by all applicable laws, rules, regulations and statutory requirements regarding the use of services.

7. INTELLECTUAL PROPERTY

KBZ Bank is an owner of all intellectual property rights, whether in contents or wording, pictures, signs, logo, trade service marks, trade name as well as all design works, in all documents and websites of KBZ Bank. The Customer must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. The Customer shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name or other intellectual property right of KBZ Bank.

8. FORCE MAJEURE

The Customer understands that KBZ Bank shall not be liable for any failure of or delay in the performance of this services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, sanctions, epidemic, boycott, failure of electricity, equipment failure, or any other force majeure event. KBZ Bank performance of these services will, to the extent that it is prevented, hindered or delayed by such circumstances, be suspended until such circumstances cease to exist. KBZ Bank will not be liable to the Customer or any other party or be considered in breach of this terms and conditions for a failure to perform, or delay in performing, any such obligation set out in this terms and conditions while those circumstances continue.

9. SEVERABILITY

Each of the provisions of this terms and conditions shall be several and distinct from one another. If any of the provisions of these terms and conditions becomes invalid, void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be thereby affected or impaired.

10. TERMINATION

KBZ Bank shall have the right to terminate this services or any access or KBZ Bank related services in full at its discretion for any time, with or without cause, effective immediately.

11. AMENDMENT

The Customer acknowledges that KBZ Bank reserves the right to amend, modify or substitute any provisions of this terms and conditions or to the services and/or any charges at any time for any reason at its sole



discretion and without any prior notice. The Customer shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the website.

12. DATA PROTECTION AND DISCLOSURE INFORMATION

The Customer agrees that KBZ Bank may contact, inquire, maintain, collect, disclose and use any or all information concerning the Customer as necessary and appropriate or as KBZ Bank deems beneficial to the Customer in receiving information on other product and/or service. The Customer agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.

13. LANGUAGE

This terms and conditions is made in both English and Myanmar and both versions shall be equally authentic and effective. In case of any discrepancy between two versions, the Myanmar version shall prevail.

14. GOVERNING LAW AND DISPUTE RESOLUTION

These terms and conditions shall be governed by, and construed in accordance with, the laws of the Republic of the Union of Myanmar and the Courts in Myanmar shall have exclusive jurisdiction to solve any dispute arising from or under these terms and condition.

15. ANTI-MONEY LAUNDERING AND SANCTIONS

15.1 KBZ Bank is subject to anti-money laundering laws in the Republic of the Union of Myanmar and certain countries, which may prohibit KBZ Bank from entering or concluding transactions involving certain persons or entities.

15.2 The Customer must provide all information required by KBZ Bank in order to manage its anti-money laundering or counter-terrorism financing and risks from the economic trade sanctions or to comply with any other laws and regulations of the Republic of the Union of Myanmar.

15.3 The Customer declares and undertakes that the process of any transactions by KBZ Bank will not breach any of the laws in Myanmar or any other country.

16. ASSIGNMENT

The Customer shall not assign its rights or obligations under this terms and conditions, in whole or in part, nor enter into any subcontract to perform any portion of this terms and conditions, without the written consent of KBZ Bank.

17. WAIVERS

Failure or delay on part of either party to enforce any provision(s) of this terms and conditions at any point of time shall not be construed to be a waiver by such party of such rights thereafter to enforce each and every provision of this terms and conditions.

18. NO RELATIONSHIP

Nothing in this terms and conditions shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-merchant between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds or omissions.