

**APPLICATION FOR**  **IRREVOCABLE STANDBY DOCUMENTARY CREDIT**  
 **LETTER OF GUARANTEE**

**TO: HUA NAN COMMERCIAL BANK, LTD.**  
**HO CHI MINH CITY BRANCH**

Applicant ( <i>Name &amp; Address</i> )  BRC No. : Telephone No. & Contact Person:	Date of application	For Bank Use	L/C / L/G No.
	Credit to be issued by: <input type="checkbox"/> Full Teletransmission <input checked="" type="checkbox"/> Courier		
	Expiry Date at the counter of <b>Hua Nan Commercial Bank Ltd., HCMC Branch</b>		
Beneficiary ( <i>Name &amp; Address</i> )	Amount in Figures: Amount in Words:		
Advising Bank ( <i>if any</i> )	Drafts to be drawn at sight on <b>Hua Nan Commercial Bank Ltd., HCMC Branch</b>		
Documents Required ( <i>or contents of L/C / LG</i> )			
Partial drawings are <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	We request the issuance by you or a correspondent bank selected by you (pursuant to condition 8 overleaf) of an irrevocable standby documentary credit/ letter of guarantee for our account in accordance with the above instructions (marked with an "X" where appropriate) and subject to the conditions printed overleaf.		FOR BANK USE
All charges outside Vietnam are for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant			APPROVED
Please debit L/C / L/G issuing commission, other Charges and margin to our account no.			CHECKED
	(stamp and) signature(s) of applicant		S. V.

## Conditions:

1. (a) Except so far as otherwise expressly stated, this standby documentary credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. *or*
  - (b) Except so far as otherwise expressly stated, this letter of guarantee is subject to the Uniform Rules for Demand Guarantee of the International Chamber of Commerce (Publication No. 458). *or*
  - (c) Except so far as otherwise expressly stated, this letter of guarantee is subject to the laws of Vietnam.
2. You are authorized to make any additions to the documents specified under this credit/letter of guarantee which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.
3. The words “we” and “our” shall be read as “I” or “my” if this application is signed by or on behalf of an individual.
4. Drafts may be drawn clauséd “without recourse” if the drawers so require.
5. You are authorized to instruct any bank or branch concerned to despatch any draft(s) and/or any documents by one or more mails or other method of conveyance at your sole discretion unless otherwise expressly instructed by us.
6. If condition 1(a) applies, we are aware of the implications of Article 34 of UCP600 and acknowledge that where a bank claims to have paid/accepted/negotiated under this Documentary Credit, its good faith and the fact of payment/acceptance/ negotiation thereof shall be presumed in the absence of evidence to the contrary.
7. This documentary credit/letter of guarantee and the drawing(s) thereunder are to be subject to the terms of Counter Indemnity given by us in your favour.
8. If you elect to have the irrevocable standby documentary credit/letter of guarantee issued by a correspondent bank, then you shall have complete discretion in selecting such correspondent bank and we confirm that the indemnities granted by us to you under the General Agreement for Banking Transactions, the Counter Indemnity and all other agreements entered into by us in your favour shall be extended to indemnify you against all actions, claims, demands, liabilities, losses, damages, costs, charges and expenses of whatever nature which you may sustain, suffer or incur, including any liability to the correspondent bank, in connection with or arising in any way out of the irrevocable standby documentary credit/letter of guarantee.