

To: **The Hongkong and Shanghai Banking Corporation Limited
Maldives**

Note to Customers:
This application form consists of 8 pages.
Transaction will only be processed upon
submission of all the relevant pages.

1. Please mark ("X") where applicable.
2. Please use separate blank sheet if space is not enough.

APPLICATION FOR BANK GUARANTEE/BOND ("Guarantee")

Name of Instructing Party / Applicant / Principal / Secured Party (Customer)		Beneficiary (Name & Address)	
Guarantee Amount Currency and Amount in Figures		Guarantee Format <input type="checkbox"/> Bank Standard Wording <input type="checkbox"/> In the format attached <input type="checkbox"/> Replicate format from my/our previous Guarantee No _____	
Currency and Amount in words			
Account No. of Instructing Party		Expiry Date	
Effective Date (if other than Issuance Date)		Latest Date of Claim (if other than Expiry Date)	
Issuance Request to the Bank			
<input type="checkbox"/> Please issue the Guarantee in favour of the Beneficiary <input type="checkbox"/> Please request and/or procure another branch of the Bank or HSBC group office or any other bank selected by the Bank to issue the Guarantee in _____ (Country) in favour of the Beneficiary (against the counter-guarantee or counter-indemnity by the Bank)			
Guarantee Obligations			
Type	Contract / Bid Number	Contract Date	Description of Goods / Works / Premise, Etc
<input type="checkbox"/> Secure Bid / Tender Obligations			
<input type="checkbox"/> Secure Performance Obligations			
<input type="checkbox"/> Secure Refund of Advance Payment			
<input type="checkbox"/> Secure Import Duty Payment Obligation			
<input type="checkbox"/> Secure Payment Obligation			
<input type="checkbox"/> Secure General Banking Facilities			
<input type="checkbox"/> Others			
Any specific request(s)			
Contact Details of Instructing Party in case of query on this application Contact Person _____ Telephone Number _____ Fax / Email Address _____			
Delivery Method for Bank Guarantee/Bond <input type="checkbox"/> To be collected by this Authorised Person: Name: _____ ID Number: _____ Contact No: _____ <input type="checkbox"/> SWIFT via an Advising Bank (please choose one) <input type="checkbox"/> Procurement by HSBC <input type="checkbox"/> Bank Name : _____ SWIFT Code : _____ Delivery Instruction for Advising Bank: _____			



Please debit my/our account number: <hr/> for commissions and charges. <i>(Commission will be charged from the issue date or the effective date of the Guarantee (whichever is earlier) and thereafter at the end of each commission period until the Guarantee is cancelled.)</i>	I/We, as the Instructing Party, request the Bank to issue or procure the issuance of the Guarantee in accordance with the above instructions. I/We agree that this application is subject to the terms and conditions stated below in this application, the Counter-Indemnity and/or Blanket Counter-Indemnity and other relevant agreements (including without limitation any facility letter or agreement) in place between the Bank and me/us. I/We have read and understand those terms and conditions (including the section headed "Important Notice") printed below on this application and agree to be bound by them.
Cash margin (currency & amount) <hr/> to be transferred to you by debit to my/our account number <hr/>	<div style="text-align: right; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">S.V.</div> <input checked="" type="checkbox"/> Authorised Signature(s) and Company Stamp (If applicable) Date : (DD/MMM/YYYY)

For Bank Use Only					
LSO Held		BCID Held		SVAT Registered	
GTE Category		Commission Rate		Fax Indemnity	
GTE Reference No		Processed By		Approved By	

Terms and Conditions

The Hongkong and Shanghai Banking Corporation Limited (the "Bank")

BANK GUARANTEE/BOND TERMS AND CONDITIONS

IMPORTANT NOTICE

The Instructing Party should be responsible for making its own independent appraisal and investigation of all risks arising under or in connection with the proposed Guarantee and related transactions. The terms and conditions herein may have certain risks that the Instructing Party should be aware but the risks highlighted herein are not exhaustive. If the Instructing Party has any question concerning the proposed Guarantee transaction or its obligations towards the Bank in relation thereto, it should obtain independent legal advice from its own lawyers.

1. This application is subject to the General Security Agreement Relating to Goods, the Trade Financing General Agreement, the Counter-Indemnity and/or Blanket Counter-Indemnity (the "**Indemnity**") and any other agreement(s) previously signed by the instructing party of this application (the "**Instructing Party**") and delivered to The Hongkong and Shanghai Banking Corporation Limited (the "**Bank**" which expression shall include any successors and assigns). This application as well as the Guarantee issued in relation to this application will be subject to the **Uniform Rules for Demand Guarantees (URDG) published by the International Chamber of Commerce (ICC)** unless the Instructing Party requires otherwise and the Bank agrees to do so. In case of conflict, the terms of this application shall prevail.
2. In this application, the following terms shall have the meanings below:
 - (a) "**Correspondent**" means any bank (including any branch of the Bank or HSBC group office) which issues the Guarantee at the request or on the instruction of the Bank;
 - (b) "**Counter-guarantee**" means the counter-guarantee, counter-indemnity, indemnity or undertaking, however named or described and in such form and contents as determined by the Bank in its sole discretion, which is at any time issued by the Bank to a Correspondent in order to procure, arrange or facilitate the issuance of the Guarantee by the relevant Correspondent and includes any amendment, extension or renewal of the Counter-guarantee;
 - (c) "**Guarantee**" means the guarantee, bond, indemnity or undertaking, however named or described, which is at any time issued pursuant to the request of the Instructing Party under this application and includes any amendment, extension or renewal of the Guarantee; and
 - (d) "**Guarantee Instrument**" means the Guarantee (whether issued by the Bank or a Correspondent), and/or the Counter-guarantee.
3. The Bank or the Correspondent has the right to pay any demand made under any Guarantee Instrument in accordance with its terms and the Bank may seek recourse against the Instructing Party for any payment made by the Bank under any Guarantee Instrument issued by it in connection with this application and/or pursuant to the Indemnity given by the Instructing Party. Whether or not it is expressly stated in the Guarantee, neither the Bank nor any Correspondent has any obligation to verify claims made by the beneficiary named in the Guarantee Instrument (the "**Beneficiary**" which expression shall include any assignee, successor or transferee where applicable). Neither the Bank nor any Correspondent shall or may be in any way responsible for the validity, regularity, authenticity, genuineness, form, sufficiency, accuracy, falsification or legal effect of any statement, certificate, declaration or document presented or communicated under or in connection with any Guarantee Instrument, or the existence, description, quality, quantity, weight, condition, packing, delivery or value of the goods, services or other performance represented by such statement, certificate, declaration or document.
4. If, at the request of the Instructing Party, the Bank requests or procures a Correspondent to issue any Guarantee, the Bank may, and is authorised to, issue a Counter-guarantee in such form and contents as determined by the Bank at its sole discretion in favour of the Correspondent for issuance of the Guarantee.

5. The Instructing Party undertakes to reimburse the Bank in full each sum paid in connection with any Guarantee Instrument upon the Bank's demand together with interest calculated from the date of payment by the Bank until the date of the reimbursement in full. The Instructing Party irrevocably authorises the Bank to debit the Instructing Party's account(s) for any such sum or restrict the Instructing Party from withdrawing any such sum from the Instructing Party's account(s) at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, drawings, claims and/or demands from the Beneficiary or any Correspondent and any payment effected by the Bank in connection with any Guarantee Instrument.
6. Unless the Guarantee expressly provides that the original Guarantee must be presented to the Bank or the Correspondent to support a claim, the Bank or the Correspondent shall be entitled to pay and/or comply with any demand, whether or not the original of the Guarantee Instrument is presented to the Bank or the Correspondent.
7. Whilst the Instructing Party may claim that a Guarantee Instrument has been cancelled or terminated, there may be instances where the Bank may determine that it is necessary to obtain the Beneficiary's written confirmation regarding the release of the liabilities of the Bank or the Correspondent under the Guarantee Instrument. Such determination, if made by the Bank or the Correspondent, shall be binding on the Instructing Party. The instances referred to above may include without limitation the following: (a) the Guarantee is terminated prior to its stated expiry date; (b) the Guarantee does not stipulate an expiry date; (c) the Guarantee stipulates an expiry date but without a claim period within which the Beneficiary must submit a claim; or (d) the Guarantee may be early terminated upon the occurrence of certain events which are not readily ascertainable by the Bank. So long as the Bank remains liable under the Guarantee Instrument, it shall be entitled to enforce the Indemnity against the Instructing Party.
8. The interpretation by the Bank or the Correspondent of any term in notices or other documents presented under any Guarantee Instrument shall be conclusive and binding on the Instructing Party.
9. The Instructing Party agrees that the Bank or the Correspondent may, at its sole discretion and without consent from the Instructing Party, amend the terms and conditions of the Guarantee Instrument stated in this application and/or insert additional terms and conditions into the Guarantee Instrument as the Bank or the Correspondent thinks appropriate. The Bank or the Correspondent may, subject to the Beneficiary's consent, cancel the whole or any unused balance of the Guarantee Instrument prior to the stated expiry of the Guarantee Instrument.
10. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name, select, request or instruct any Correspondent to issue the Guarantee. The Bank shall not be responsible or liable for any act, omission, loss or delay of forwarding documents or payments, default, error, negligence, suspension, insolvency or bankruptcy of any Correspondent notwithstanding that the Bank may choose such Correspondent. The Instructing Party acknowledges that the Bank may pay to or receive from any Correspondent charges, fees, rebates or other payments and the Bank shall not be liable to account for or disclose to the Instructing Party any profit or benefits derived by it.
11. The Instructing Party undertakes to examine the customer copy of all Guarantee Instruments to check their consistency with this application form and irrevocably agrees that failure to give a notice of objection about the contents of any Guarantee Instrument within 5 banking days after the customer copy of the Guarantee Instrument is sent to the Instructing Party shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the Guarantee Instrument.
12. The Instructing Party agrees and acknowledges that it is the sole responsibility of the Instructing Party to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in any Guarantee Instrument; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Guarantee Instrument relates and obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Instructing Party on such issues or on any matter. The Bank shall not be liable to the Instructing Party for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues, the Guarantee Instrument or the transactions pertaining to such Guarantee Instrument.
13. Where the Instructing Party requests that a Guarantee Instrument be governed by a system of law ("**Foreign Law**") other than laws of Maldives, the Instructing Party acknowledges that the Bank or the Correspondent is entitled to treat the Guarantee Instrument as continuing without expiry and may be called upon to perform and fulfill other obligations and liabilities ("**Additional Obligations and Liabilities**") which are implied under the Foreign Law, in addition to the Bank's or the Correspondent's payment obligations as expressly stipulated in the Guarantee Instrument as construed under laws of Maldives. The Instructing Party acknowledges and agrees that: (a) the Bank or the Correspondent may include such additional protective clauses in the Guarantee Instrument as it deems fit; (b) in determining whether or not to pay under the Guarantee Instrument, the Bank or the Correspondent may interpret its terms as if they were governed by laws of Maldives; and (c) the Bank shall be indemnified by the Instructing Party against all risks of whatever nature as a result of the Bank issuing, or procuring the issuance of, the Guarantee Instrument (including any Additional Obligations and Liabilities).
14. Where a Guarantee Instrument is transferable or assignable (whether expressly or impliedly), the Instructing Party acknowledges that the Beneficiary may assign or transfer the Guarantee Instrument or any benefit thereof to a third party without the prior consent of or notice to the Bank or the Correspondent. The Instructing Party agrees that the Bank shall be entitled to pay demands from any party who purports to be the assignee / transferee of the Guarantee Instrument without any obligation to verify or enquire whether such party is the legitimate assignee / transferee.
15. If a Guarantee Instrument provides to the effect that it may be transferable or assignable subject to the consent or agreement by the Instructing Party and/or the Applicant/Principal/Secured Party, the Instructing Party must first obtain the Bank's approval before it or the Applicant/Principal/Secured Party provides such consent or agreement to the transfer or assignment.
16. The Instructing Party acknowledges that liabilities of the Instructing Party and/or the Bank is not limited to the guarantee amount because the enforcement of the Guarantee or the Counter-guarantee may result in the Bank having to pay an amount in excess of the sum stated in the Guarantee. The Instructing Party agrees that it will keep the Bank harmless and fully indemnified against all the risks arising therefrom.
17. Where the Guarantee expressly provides that the guarantee amount may be reduced upon the occurrence of certain events, the Instructing Party agrees that the Bank or the Correspondent shall, notwithstanding such provision, have no obligation to effect such reduction unless it is approved by the Beneficiary in writing.

18. The Bank or the Correspondent is entitled, and the Instructing Party hereby irrevocably and unconditionally authorise it, to act on any demand (whether by fax, courier or any other means) which the Bank or the Correspondent in its sole discretion believes emanate from the Beneficiary. The Instructing Party agrees that the Bank or the Correspondent has no obligation to (i) verify the identity or authority of the person or persons giving or purporting to give any demand purportedly made on behalf of the Beneficiary or the authenticity of any signature(s) on any demand; or (ii) seek the Instructing Party's prior approval before acting on such demand. So long as the Bank or the Correspondent acts in good faith, it shall not be liable to the Instructing Party or any party for acting on any demand, whether it emanates from unauthorised individuals or in any circumstances whatsoever.
19. The HSBC Group, including the Bank, follows (i) the legal requirements of the United Nations, the European Union, the United Kingdom, the United States of America and all other jurisdictions that it operates in (collectively referred to as the "**Applicable Laws**"); and (ii) all regulations, sanction regimes, international guidance or procedures of relevant regulatory or industry body that may be applicable to the HSBC Group or any of its members (collectively, the "**Compliance Rules**").

The Bank may take or omit to take any action or may instruct (or be instructed by) any other member of the HSBC Group to take or to omit to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take (a "**Compliance Action**") for the purpose of complying with its group policies, Applicable Laws and Compliance Rules, including preventing money laundering, terrorist financing or other crimes or the provision of financial and other services to any persons or entities or countries which may be subject to sanctions (each such person or entity is referred to as a "**Sanctioned Party**", and each such country is referred to as a "Sanctioned Country"). Such Compliance Action may include without limitation:

- (a) declining this application or refusing to handle or process, or refusing to effect payment in connection with, any Guarantee Instrument on the ground of, or as a result of, a Compliance Action or if any person or entity relating to any Guarantee Instrument or the related underlying transaction is a Sanctioned Party;
- (b) the interception and investigation of any payment messages and other information or communications sent to or by the Instructing Party or on the Instructing Party's behalf via the systems of the Bank or any other member of the HSBC Group; and
- (c) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party and whether a transaction involves a Sanctioned Country.

Neither the Bank nor any member of the HSBC Group will be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by the Instructing Party or any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any payment messages or other information or communication or any request from the Instructing Party, or in performing any of its duties or other obligations in connection with any Guarantee Instrument, caused in whole or in part by any Compliance Action; or
- (ii) the exercise of any of the Bank's rights under or any action taken or omission made by the Bank pursuant to this clause.

Neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to the Applicable Laws, Compliance Rules or any Sanctioned Party or Sanctioned Country is accurate, complete or up-to-date.

20. The Instructing Party represents and warrants to the Bank that to the best of its knowledge none of the parties referred to in this application or any Guarantee Instrument is or will be a Sanctioned Party and none of the Sanctioned Country is involved. The Instructing Party undertakes to indemnify the Bank against all costs, losses and damages (including claims from the Beneficiary and/or other parties) which the Bank may incur, sustain or suffer as a result of any breach of this Clause.
21. The Instructing Party further undertakes that it shall on demand indemnify the Bank and the Bank's delegate(s) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees on a full indemnity basis), proceedings or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with this application and any Guarantee Instrument.
22. If the Instructing Party includes two or more persons, the obligations and liabilities of these persons shall be joint and several.
23. The Bank's rights under this application shall be additional and without prejudice to its rights under any other agreements or general law.
24. This application is governed by and construed in accordance with the laws of Maldives and the Instructing Party agrees to submit to the non-exclusive jurisdiction of the courts of Maldives.

To: **The Hongkong and Shanghai Banking Corporation Limited**
Maldives

COUNTER-INDEMNITY

IN CONSIDERATION OF your agreeing to issue or continue, or procuring the issuance or continuance of, a guarantee, standby letter of credit, bond, indemnity or undertaking, however named or described (the "Guarantee", which expression shall include any amendment, extension or renewal of it) to _____

(the "Beneficiary", which expression shall include where applicable any assignee, successor or transferee) pursuant to our request or application to you, we _____

_____ (the "Customer") HEREBY AGREE with you as follows:

1. In this Counter-Indemnity, the following terms shall have the meanings below:
 - (a) "Correspondent" means any bank (including any of your branch or group office) which issues a Guarantee at your request or instruction;
 - (b) "Counter-guarantee" means each counter-guarantee, counter-indemnity, indemnity or undertaking, however named or described and in such form and contents as determined by you at your sole discretion, which is at any time issued by you to a Correspondent in order to procure, arrange or facilitate the issuance of the Guarantee by the relevant Correspondent, and includes any amendment, extension or renewal of a Counter-guarantee; and
 - (c) "Guarantee Instrument" means the Guarantee at any time issued by you or a Correspondent, or a Counter-guarantee.
2. The Customer UNCONDITIONALLY and IRREVOCABLY AGREES TO INDEMNIFY you (which expression shall include your successors and assigns) against all actions, proceedings, claims, demands, liabilities, payments, losses, damages, costs, charges and expenses of whatever nature (including legal costs on a full indemnity basis) which you may sustain, suffer or incur in connection with or arising in any way whatsoever out of any Guarantee Instrument, including but not limited to your actual or attempted enforcement of your rights under this Counter-Indemnity, and TO PAY to you ON DEMAND all moneys and liabilities whatsoever (whether actual or contingent) which may from time to time be claimed or demanded from you, or which you pay or become liable to pay or sustain, suffer or incur under or by reason of or in connection with any Guarantee Instrument.
3. The Customer shall on demand pay you interest on each payment made by you under or in connection with any Guarantee Instrument calculated from the date of your payment until the date on which the Customer reimburses you in full for such payment. The interest shall accrue at such rate as you and the Customer may agree or, in the absence of such agreement, at such rate determined by you.
4. The Customer shall pay you for so long as any Guarantee Instrument issued by you is in force commission(s) at such rate(s) as agreed between you and the Customer from time to time on your maximum liability (whether actual or contingent) under that Guarantee Instrument. Such commission shall be payable in advance on the date of your issue of the Guarantee Instrument and at such intervals as determined by you.
5. You are hereby irrevocably authorised and empowered by the Customer, without making prior demand, to debit the accounts of the Customer with any moneys from time to time payable under this Counter-Indemnity and, in the event of a debit balance or a debit balance in excess of any agreed overdraft limit resulting therefrom, to charge interest on such moneys until the date of repayment in full (notwithstanding any demand or any judgment obtained by you or any other matter whatsoever) at such rate and upon such terms as you and the Customer may agree from time to time or, in the absence of such agreement, at such rate determined by you.
6. You (and, as the case may be, any Correspondent) are hereby further irrevocably authorised and empowered by the Customer to pay immediately any amounts demanded from you or any Correspondent or which you or any Correspondent may from time to time become liable to pay, or comply with any demands or claims made under or by reason of any Guarantee Instrument without any reference to or further authority from the Customer and without being under any duty to enquire whether any claims or demands on you or any Correspondent have been properly made, and notwithstanding that the validity of any such claim or demand or the underlying transaction or the amount of such claim or demand shall be in dispute.
7. The Customer shall accept any claim or demand on you (and, as the case may be, any Correspondent) as conclusive evidence that you (and any Correspondent) were liable to pay or comply with and any payment made pursuant to such demand or claim which purports to be in accordance with any Guarantee Instrument as binding upon the Customer. Without prejudice to the foregoing, the Customer agrees that neither you nor any Correspondent shall be obligated to verify any statements contained in any of the notices or other documents which may be served on or presented to you or any Correspondent under the terms of the Guarantee Instrument and you and any Correspondent shall be entitled to accept the statements therein as conclusive evidence of the facts stated.
8. Any step taken by you and/or any Correspondent in good faith under or in connection with any Guarantee Instrument shall be binding on the Customer and shall not place you or any Correspondent under any liability to the Customer.
9. You (and, as the case may be, any Correspondent) may at any time without prior reference to the Customer determine the Guarantee Instrument or reduce the liability thereunder if such determination or reduction is permissible under the Guarantee Instrument.

10. All sums payable under this Counter-Indemnity shall be paid to you in Maldives, or otherwise as you may from time to time direct, without any deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges, fees, withholdings, restrictions or conditions, and without set-off or counterclaim or any deduction whatsoever. If the Customer is compelled by law to make any such deduction or withholding, the Customer will ensure that the amount deducted or withheld does not exceed the minimum legal liability therefor, and will promptly pay to you such additional amount as will result in the total amount received by you being equal to the full amount which would have been received by you had there been no deduction or withholding.
11. If the effect of, or a change in, any law or regulation is to increase the cost to you for issuing or continuing the Guarantee Instrument or to reduce the effective return to you, the Customer hereby agrees to make payment on demand of such amounts as you consider necessary as compensation therefor.
12. All payments hereunder shall be made, at your option, either in the currency in which payments made or liabilities incurred by you or any Correspondent under the Guarantee Instrument(s) are denominated, or in Maldivian Rufiyaa. If any sum is due but unpaid by the Customer under this Counter-Indemnity, the Customer shall on demand pay you default interest on such sum at the default interest rate determined by you.
13. The Customer agrees to provide cash cover and/or other form of acceptable security sufficient to fully secure your liability (whether actual or contingent) under any Guarantee Instrument if at any time this is demanded by you. You shall have a lien on and be entitled to the retain as security for the liabilities of the Customer any cheques, drafts, bills, notes or negotiable or non-negotiable instruments and any stocks, shares or marketable or other securities and property of all kinds of the Customer from time to time held by you, whether for safe custody or otherwise. The Customer authorises you to apply the sum paid to you by the Customer as a marginal deposit in discharge in whole or in part of the Customer's liability to you and/or any Correspondent under this Counter-Indemnity.
14. Representations (Warranties) - The Customer makes the following representations:
 - (a) neither the Customer nor any of its subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority, or the Government of Maldives (collectively, "Sanctions"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; and,
 - (b) any required import or export licenses applicable to each Guarantee Instrument have been obtained and certifies its compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each Guarantee Instrument it instructs you to issue and the subject matter of such Guarantee Instrument including, if applicable, the shipment and financing of the goods described in the Guarantee Instrument.
15. Waiver / Indemnification- The Customer acknowledges and agrees that:
 - (a) you, HSBC Holdings plc, its affiliates and subsidiaries (together "HSBC Group"), and HSBC Group's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;
 - (b) you may take, and may instruct other members of the HSBC Group to take, to the extent it or such member is legally permitted to do so under the laws of its jurisdiction, any action (a "Compliance Action") that you or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer a Guarantee Instrument or to process any transaction or instruction that does not conform with Sanctions; and
 - (c) neither you nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of you to perform your duties under this Counter-Indemnity arising out of or relating to any Compliance Action taken by you, your service providers, or any HSBC Group member in its sole discretion.
 - (d) The Customer will indemnify you for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the "Losses") suffered or incurred by or brought against you arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by your gross negligence or wilful misconduct.
16.
 - (a) This Counter-Indemnity shall not be in any way discharged or diminished, nor shall the liability of the Customer be affected by reason of you or any Correspondent from time to time, without knowledge or consent of the Customer:
 - (i) varying, realizing or releasing any of the same, or granting any time, waiver, consent, indulgence or concession to or compounding with the Beneficiary, any counter-guarantor, any correspondent or any other person, or concurring in accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment;
 - (ii) enforcing, determining, varying, reducing or extending the terms of any Guarantee Instrument;
 - (iii) any incapacity or lack of power, authority or legal personality, dissolution, insolvency, winding-up, bankruptcy, liquidation, amalgamation, merger, change in the constitution or status of you, the Beneficiary, any counter-guarantor, any Correspondent or any other person;
 - (iv) any unenforceability, illegality or invalidity of any obligation of the Beneficiary, any counter-guarantor, any Correspondent or any other person under any Guarantee Instrument or the underlying transaction; or
 - (v) anything done or omitted which, but for this provision, might operate to exonerate the Customer.

Without prejudice to the generality of the foregoing, this Counter-Indemnity is and shall continue to remain valid and legally binding upon the Customer notwithstanding that any Guarantee Instrument is or has, for whatever reason, become wholly or in part invalid or unenforceable against you or any Correspondent.

- (b) The Customer waives any right it may have of first requiring you to proceed against or enforce any other rights or security or claim payment from any person (including but not limited to any counter-guarantor) before claiming from the Customer under this Counter-Indemnity.
17. The Customer hereby waives all rights of subrogation and agrees not to claim any set off or counterclaim against any person, or to claim or prove in competition with you in the event of the bankruptcy, liquidation, winding up or insolvency of any such person, or to have the benefit of or share in any guarantee, indemnity, or security now or hereafter held by you, until you have been fully indemnified against all matters referred to in this Counter-Indemnity.
18. This Counter-Indemnity is in addition to any other guarantee, indemnity, assurance, pledge, lien, bill, note, mortgage, charge, debenture, or other security, right, power or remedy now or hereafter held by or available to you.
19. Any notice, demand or other communication to be given hereunder or in respect of any Guarantee Instrument shall be in writing and may be made by letter or personal delivery and sent to (i) in the case of the Customer, the last address registered with you and (ii) in your case, the principal office in Maldives or such other address as you may notify the Customer for this purpose.
20. Any notice, demand or other communication made by you to the Customer shall be deemed to be effective (a) if by way of personal delivery, when it has been delivered to or left at the address of the Customer; (b) if by way of post, on the second day following the day of posting; . Any notice, demand or other communication made or delivered by the Customer to you shall be effective only when it has been actually received by you.
21. The Customer agrees that no time for limitation of liability in respect of this Counter-Indemnity shall begin to run in favour of the Customer unless and until you shall have made demand on the Customer, and if more than one demand is made, then only from the date and to the extent of each demand respectively.
22. The Customer agrees to accept that any Guarantee Instrument issued by you to any Correspondent or a beneficiary shall in all respect be considered valid and enforceable in accordance with its terms (whether or not such Correspondent or beneficiary is a third party or another branch or office of The Hongkong and Shanghai Banking Corporation Limited). The Customer shall not challenge any payment made or to be made by you pursuant to the terms of any Guarantee Instrument, and the payment may be made by way of cash payment, book entry, transfer of funds or otherwise as determined by you. If any Correspondent is another branch or office of The Hongkong and Shanghai Banking Corporation Limited, the terms of this Counter-Indemnity shall also be enforceable by the Correspondent against the Customer as if any reference to "you" in this Counter-Indemnity included such Correspondent.
23. Where this Counter-Indemnity is signed by more than one person,
- (a) the expression "the Customer" shall be construed as referring to each such person individually and to any one or more of such persons collectively, and the agreements, undertakings, obligations and liabilities of the Customer herein contained are joint and several and shall be construed accordingly;
 - (b) none of the Customer shall be entitled to any rights or remedies, legal or equitable, of a surety as regards the indebtedness, obligations or liabilities of any other Customer;
 - (c) each of the Customer agrees and consents to be bound by this Counter-Indemnity, notwithstanding that any others who were intended to sign or to be bound by this Counter-Indemnity may not do so or be effectually bound hereby, and notwithstanding that this Counter-Indemnity may be invalid or unenforceable against any one or more of the Customer, whether or not the deficiency is known to you; and
 - (d) you shall be at liberty to release any one or more of the Customer from this Counter-Indemnity, to compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence to, or make other arrangements with, any one or more of the Customer, without prejudicing or affecting your rights, powers and remedies against any others of the Customer.
24. Where it is necessary, in your opinion, to require the beneficiary of any Guarantee Instrument to confirm in writing of the release or discharge of your liabilities under such Guarantee Instrument and such confirmation is not provided to you, the Customer agrees that it shall remain liable under this Counter-Indemnity notwithstanding that you may, at the Customer's request, tentatively treat the Guarantee Instrument as cancelled and/or take all or any of the following steps:
- (a) release any guarantee or security held by you for the Guarantee Instrument;
 - (b) amend the bank records to reflect the tentative cancellation of the Guarantee Instrument; and
 - (c) cease charging any commission or other fees in relation to the Guarantee Instrument.
25. Where this Counter-Indemnity is signed on behalf of a firm, all agreements, undertakings, obligations and liabilities shall be binding both on the present partners and on the persons from time to time carrying on business in the name of such firm or under the name in which the business of such firm may from time to time be continued.
26. This Counter-Indemnity shall be governed by and construed in all respects in accordance with the laws of Maldives
27. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Republic of Maldives, but it shall be open to you to enforce this Counter-Indemnity in the courts of any other competent jurisdiction.
28. If any one or more provisions of this Counter-Indemnity, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Counter-Indemnity, which shall remain in full force, validity and effect.

Dated this _____ day of _____



.....
Signature (with company seal if any)

.....
Signature (with company seal if any)

Name

Name

Title

Title

For and on behalf of (*Full name of the Customer*)

For and on behalf of (*Full name of the Customer*)

Witnesses

1.

.....
Signature

Full Name (In Block Letters)

Address

Identification Document type and Number

2.

.....
Signature

Full Name (In Block Letters)

Address

Identification Document type and Number
