

Application for a Bank Guarantee or Amendment of a Bank Guarantee

To. MD Bank (PCL), Branch

Date

Application for a Bank Guarantee

Amendment of a Bank Guarantee No.

Name and address of applicant (The Customer)

Contact for Customer

Customer's Ph. No.

Beneficiary Name

Beneficiary Address

Beneficiary email Address

Beneficiary Ph. No.

Bank Guarantee Currency

Bank Guarantee Amount

Amount in Words

Form of Bank Guarantee

MD Bank's Standard Form

As Attached

Validity

Effective Date (If other than Issuance Date)

Expiry Date

Last Date of Claim (If other than Expiry Date)

Guarantee Type

Bid/Tender Bond

Performance Bond

Advance Payment

Other

Purpose for Bank Guarantee

Special Requests

Instruction on Charges

We hereby authorise you to Debit our account number towards Bank Guarantee Commission, Margin Money and other Charges. We undertake to pay the commission and other charges in the event the Guaratnee is renewed / extended till it is completely discharges.

In relation to the Bank Guarantee (BG), the following terms and conditions shall apply:

- 1) The Bank is under no responsibility or liability to ensure the accuracy, correctness, legality or completeness of the form/text of the Guarantee. I/we am/are fully aware of the contents of the Guarantee and the consequences thereof and agree that you would not at any time deny liability hereunder on the basis that the Bank has a duty to advise and failed to do so.
- 2) I/we shall pay to the Bank on demand and without question all amount(s) under or in connection with the Guarantee (including all charges, fees and interest due to the Bank), and without any deduction whatsoever and will provide the Bank with money to meet all payments made or to be made by the Bank. Any demand, notification or certificate given by the Bank specifying the moneys due and payable under or in connection with any of the provisions of this Agreement shall be conclusive and binding on me/us.
- 3) In the event that the Bank is called upon to make any payment under or pursuant to or arising from any BG issued by the Bank, I/we shall immediately repay the Bank all such monies paid out by the Bank together with such commission rate stated in the Facility Letter/Agreement or such other rate as the Bank may at its sole and absolute discretion impose, calculated as from the date such monies are first paid by the Bank up to the date of the Bank's actual receipt of the full amount from me/us.
- 4) The Bank shall not in any circumstances be liable to me/us in respect of any loss or damage suffered by me/us in consequence of the Bank making a payment under the BG.
- 5) The Bank shall at all times be entitled to make any payment under the BG for which a demand has been made without further investigation or enquiry and need not concern itself with the propriety of any demand made or purported to be made under and in the manner required by the terms of such BG.
- 6) The Bank shall be entitled to issue each BG in such amount as the Bank deem appropriate and all changes thereto, including maximum limits, shall be at the Bank's sole discretion.
- 7) The Bank shall at any time and from time to time be entitled to request me/us to provide cash or other collateral with respect to all or any part of the actual and/or contingent obligations which I/we may have under or in connection with any BG issued by the Bank. I/we shall immediately comply with each such request and shall provide the Bank with such security interests over such cash or other collateral which is in form and substance satisfactory to the Bank.
- 8) I/we shall not be released, relieved or discharged from any of my/our obligations under this Agreement nor shall any such obligations be prejudiced or affected by any reason.
- 9) I/we irrevocably agree that in the event of any dispute arising in connection with this Application, such dispute shall at your sole option, be referred to and resolved by: The Courts of Myanmar.

Authorised Signatory/ies (Complete with Company Stamp, as applicable)

FOR BANK USE ONLY

Amount of Bank Guarantee	Rate	Equivalent	Bank Guarantee No.	Prepared	Checked	Approved	Signature Verified