



## Application for Trade Finance Bank Guarantee and Customer Counter Indemnity to Bank

	How to complete the for	rm													
	Please use a BLACK pen	2 Mark box If you mal and mark	ke a mis	take, do					e use ERS ar betw	iu ie	ave (	nie		<b>a</b> 2	
Tc	o: Allied Irish Banks, p.l.c. ("AIB E	Bank") Trade Fin	ance Se	rvices, 1	0 Mole	sworth	Street	, Dub	olin 2.	Tel. (0	01) 6	0938	68.		
to go Te Ar ar re pl 	nis Application for Trade Finance of the Customer Coulourned by the Trade Finance Terms may be inconsistent with coplication and/or the Counter Ind conditions of the Trade Terms Iy. For your own benefit and prease ask for further information	nter Indemnity of Ferms and Conc for conflict with the Indemnity shall plans shall remain under Totection, you shall remain under shall remain und	to Bank litions (t the term orevail to unaffect nould re	(the "Co he "Trac is of this o the ex ed. The	unter II le Term Applicatent of tent of se are c	ndemr s") sav ation a such ir our star	nity") inde e for wond/or the nconsistence andard T	corpc here he Co tency rade	orate a any of ounter or co Terms	ind a f the r Inde nflict s upo	re su term emni only n wh	ibject is of t ty. In but nich v	t to a he Tr such all ot ve in	nd ade cas her t tend	e, this terms I to
_	pplication for Trade Financ	e Bank Guara	antee												
1	Applicant (name):												_		
	(address):														
2	Beneficiary (name):														
	(address):														
3	Beneficiary's Bank (name)														
•	(address):														
	(swift code, if known)	directly to the Rene	ficiany												
	not required if guarantee is to be advised	•	liciary												
4	Guarantee Amount:	(in Figures)													
		(in Words)													
5	Expiry Date:	Day Month	1 /	Year					'						
6	<b>Type of Guarantee:</b> (please tick relevant box)	Advance Payment guarantee Performance guarantee Tender/Bid guarantee													
		other													
7	Guarantee to be issued by (please tick relevant box)	AIB Bank				Ben	eficiary	's Ba	nkers	(Fore	ign l	Bank)			
8	Guarantee wording (please tick relevant box)	Use AIB B	ank star	ndard w	ording		Sa	ample	word	ding a	attac	hed			

9 Special Instructions								
10 Contract Details (Nature of underlying transaction)								
(ivalure of underlying transaction)								
	Contract no							
	Contract date  Day Month Year  / / / / / / / / / / / / / / / / / / /							
	Total Contract value							
	Guarantee represents % of total contract value							
	Please issue a guarantee on the above terms.							
11 Please debit our account at	AIB Bank 9 3 Account Number							
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We understand and agree that the Foreign Bank's charges will also be debited to our account.

## **Customer Counter Indemnity to Bank**

12 To: Allied Irish Banks, p.l.c. ("AIB Bank"), 10 Molesworth Street, Dublin 2, Ireland

In consideration of AIB Bank ("you" or "your") agreeing at our request to:

- (a) issue a Guarantee; or
- (b) issue an Indemnity to another bank to enable them to issue a guarantee, on the terms set out in the Application for Trade Finance Bank Guarantee above,

We, the above named applicant, hereby:

- (i) indemnify and agree to keep you indemnified from and against all claims, actions, proceedings and demands made upon you or any liability incurred by you in relation to or arising out of or appearing to arise out of the Guarantee or Indemnity or any increase or decrease in the amount or extension thereof whether for the same or for a different amount and in respect of any other losses, damages or expenses suffered by you or account thereof; and
- (iii) agree that if and as often as you shall be called upon to make payments in relation to or arising out of the Guarantee or Indemnity you may and are hereby irrevocably authorised and instructed so to do and having done so you shall be at liberty with or without notice to us (and notwithstanding that legal proceedings for recovery have been taken), and without further consent from us, to reimburse the amount of any such payments making due allowance (to cover currency losses) for any variations or adjustments arising upon your making such payment or payments in a foreign currency by debiting or charging to our account or account(s) with you at any of your branches where accounts are maintained by us from time to time (or, in the event that no such accounts are maintained by us, to an account at such of your branches as you may choose specifically opened for such purpose and which you are hereby authorised to open) and notwithstanding that such accounts may be in credit or be or become overdrawn by payment thereof; and
- (iii) agree that by carrying out any actions set out in sub-paragraph (ii) above, you will be at liberty to refuse payment of any cheque, bill note or order drawn or accepted by us or upon which we may otherwise be liable, and which if paid would reduce the amount of money standing

- to our credit as aforesaid to less than the amount for the time being so due or owing to you from or by us as aforesaid; and
- iv) agree that you shall not be required to question or investigate the validity of any demand for payment made upon you in relation to or arising out of the Guarantee or Indemnity furnished to substantiate any such demand and further that as between you and us a receipt for any payment made by you in discharge of any claim under the Guarantee or Indemnity or for any payment in relation thereto shall be conclusive evidence of such payment and that it has been properly and validly made; and
- (v) agree that the Guarantee or Indemnity and any communication in connection therewith shall be given or sent in English by letter, or swift message in plain language or code at our risk and cost and we exonerate you and/or your correspondents from any liability for any loss or damage arising out of any delay, loss in transit, errors in translation, the coding or decoding thereof or omissions, variations, mutilations or other errors in the translation of such letters or swift messages; and
- (vi) agree that in the event of a receiver and/or liquidator being appointed to us or in the event of your determining that a material adverse change has occurred in our business assets or future prospects, you shall be entitled to debit forthwith to any of our accounts aforesaid the maximum total amount of your actual and contingent liability under the Guarantee or Indemnity (notwithstanding that no actual payment has been made by you) which said debit shall be treated in the same manner as set out above and you shall refund any excess promptly after the contingent liability has crystallised or ceased to exist.

We further agree that nothing in this Counter Indemnity shall impose upon a duty to give or procure the giving of any Guarantee or Indemnity and that you shall be at liberty to accept the instructions contained in such request, in whatever manner to act upon them and upon whatever terms (in addition to those contained in this Counter Indemnity).

This Counter Indemnity shall be governed by and construed in accordance with Irish law and the courts of Ireland have exclusive jurisdiction over any claim or dispute arising out of or in connection with the Counter Indemnity.

## **Data Protection**

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.

## **Customer Agreement and Acknowledgement**

Signed for and on behalf of the Applicant:

The Authorised Signatories below acknowledge and agree that the Application for Trade Finance Bank Guarantee and any Guarantee or Indemnity issued thereunder together with the Customer Counter Indemnity to Bank incorporate and are subject to and governed by the Trade Finance Terms and Conditions. The Authorised Signatories confirm that they are duly authorised on behalf of the applicant to complete the Application for Trade Finance Bank Guarantee and the Customer Counter Indemnity to Bank.

(Authorised Signatory)	Telephone number									
	Contact name									
(Authorised Signatory)										
	Day Month Year Date / / / / / / / / / / / / / / / / / / /									
(THE ABOVE SIGNATURE(S) MUST BE IN ACCORDANCE WITH THE COMPANY MANDATE)										
FOR INTERNAL USE ONLY										
I confirm that the Applicant mentioned on this application form is CJA approved with a Folio Number										
I confirm that I am satisfied that the goods/services mentioned above are consistent with the nature of the customer's business										
The size/value of this transaction is consistent with the customer profile										
We confirm the above signature(s) are in accordance with the mandate held at our office.										
Copy of Sanction Letter attached										
Sanctioned	BRANCH BRAND									
(Authorised Signatory)										
Signing Number										

**Allied Irish Banks, p.l.c.** Registered Office: 10 Molesworth Street, Dublin 2. Registered in Ireland, No. 24173. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.