

Banker's Guarantee Format

<Date>

The Official Receiver
45 Maxwell Road, The URA Centre (East Wing)
#07-11 Singapore 069118

Banker's Guarantee No. _____ **for SGD** _____

1. **<Company Name>** was ordered by the High Court to be wound up on **<date of winding up>** and **<Name of Liquidator>** has been appointed on **<date of winding up>** as its Liquidator.
2. The Official Receiver has required **<Name of Liquidator>** to provide security by way of banker's guarantee pursuant to Section 264(a) of the Companies Act.

Maximum Liability Clause

3. At the request of **<Liquidator's Firm Name>** of **<Firm's address>**, we **<Bank Name>** hereby irrevocably and unconditionally undertake to pay to you on your written demand any sum or sums of money which may be demanded by you from time to time up to a maximum aggregate amount of Singapore Dollars **<Guaranteed sum in words>** (\$**<Guaranteed sum in numbers>**) only (hereinafter referred to as "the Guaranteed Sum").

Payment Clause

4. Upon receipt of your written demand that you require payment to be made of the whole or part of the Guaranteed Sum, we irrevocably and unconditionally agree to pay the same to you immediately without further reference to **<Name of Liquidator>** and notwithstanding any dispute which may have arisen between the Official Receiver and **<Name of Liquidator>** and any instruction which may be given by **<Name of Liquidator>** not to pay the same. Such demand shall be final and conclusive evidence that the sum demanded is due to you hereunder.

Validity Clause

5. This Guarantee is effective from **<start date>** and will expire on **<end date>**, but unless we give you written notice of not less than ninety (90) days' before the expiry of the first validity period of this Guarantee of our intention not to extend this Guarantee, this Guarantee shall be extended for another period of one year and shall be successively extended, each such extension being for another one year, unless we give you written notice of not less than 90 days before the expiry of the last extended period of our intention not to further extend this Guarantee (where there is no extension of this Guarantee, the expiry date of the first validity period, and where there is one or more extensions, the expiry date of the last extended period of validity, shall hereinafter be referred to as "the Expiry Date").

or

This Guarantee is effective from <start date> and will expire on <end date> (hereinafter referred to as “the Expiry Date”).

Claim Expiry Clause

6. All claims under this Guarantee must be made no later than ninety (90) days after the Expiry Date of this Guarantee. Upon the expiry of this Guarantee and subject to the claim period, this Guarantee shall be null and void and our liabilities hereunder shall cease automatically notwithstanding that this Guarantee is not returned to us for cancellation.

Governing Laws and Jurisdiction

7. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore and all the parties hereto shall submit to the jurisdiction of the Courts of the Republic of Singapore.

Dated this _____ day of _____ 20_____

(Authorised Signatories of Bank)