

Application for the Issuance of an Outward Foreign Guarantee

Confidential

(Issued in terms of International Chamber of Commerce Uniform rules for Demand Guarantees (URDG))

Absa Bank Ltd ("the bank") must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. The bank must therefore check all information from and about you and related parties, and monitor, verify, process and screen your and related party information, instructions and transactions on an ongoing basis. This may cause some delays or the limitation or the prohibition of transactions that you make or accounts you apply for. The bank may also have to end its relationship with you without warning.

The bank is not responsible for any losses or damages that you may suffer because of these checks or by the bank ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.

If this instruction and/or any of the goods and/or services provided under this instruction are governed by the Consumer Protection Act 68 of 2008, and/or the National Credit Act 34 of 2005, it is not intended that any provision of this instruction contravenes any provision of the Consumer Protection Act or the National Credit Act, as the case may be and therefore all provisions of this instruction must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act and/or the National Credit Act, as the case may be, are complied with.

To make some payments, the details of the payment (including information about those involved in the payment) may be sent to third parties. There it could be accessible to regulators and authorities in connection with their legitimate duties, for example, preventing crime. By signing this application form, the applicant agrees to the provisions of this clause as it applies to it as well as on behalf of other parties involved in the payment.

I/We confirm that none of the counter parties/parties/related parties to this transaction, the country of origin, the country of destination pertaining to goods/services can be linked to any of the countries mentioned below. If Yes, I/we hereby confirm that the bank will prohibit the transaction, instruction or accounts I/we may be applying for. I/We confirm further that the bank may also have to end its relationship with me/us without warning.

Please indicate by circling as applicable:

Iran		North Korea		Syria		North Sudan		South Sudan		Cuba		Crimea Region	
Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Absa Branch Date D D M M C C Y Y

Applicant's reference

I/We, the undersigned

(Full names of individual/company/close corporation, etc.)

herein referred to as "the applicant" of

(Full street address - not a PO Box address)

with identity/company registration no

hereinafter represented by

(Full name of representative)

*and

(Full name of representative)

*in his/her/their capacity/capacities as *and

(Capacity of representative)

(Capacity of representative)

*Complete only if applicable

hereby request and irrevocably authorise the bank to issue a foreign guarantee ("guarantee") on *my/our* behalf, or on behalf of:

*Delete if not applicable

(Full names of individual/company/close corporation, etc.)

in favour of

(Full name of beneficiary)

(Full street address)

(Postal address)

Third party details

Third party definition: A third party is a resident party (individual or entity) related to a transaction financed/received by a resident accountholder (individual or entity) e.g.:

The accountholder (father) finances travel for his family - the family members are the third parties; or

Company A pays for an import/receives export proceeds, but its subsidiary is the actual importer/exporter - company A is the accountholder and the subsidiary is the third party; or

Business travel is paid for by the company - the company is the accountholder and the traveller is the third party.

Please indicate if any third party(ies) is/are involved in this transaction

Yes

No

If "Yes", please complete an Absa 2998 (third party information) per third party (individual or legal entity)

- Absa 2998 EX (a) Legal Entity
- Absa 2998 EX (b) Individual

as is specified in detail below subject to the acceptance of the guarantee by the applicant by signing a copy thereof.

Guarantee details

Type of guarantee		Bid bond/Tender guarantee		Performance guarantee		Other (specify)	
Required guarantee wording		Prescribed as per attached example					
		The bank to assist with the format – required clauses/conditions attached					
Guarantee to be issued in (language)		English		Other (specify)		, as per attached draft	
Currency				Guarantee amount			
Amount in words							
Expiry date of guarantee	D	D	M	M	C	C	Y
							Y
and/or Expiry event							
Guarantee to be issued		In writing		By telex/SWIFT		With counter guarantee	
		Original guarantee to be returned to applicant for delivery to the beneficiary					
Other instructions							

Bank charges

All reasonable bank charges other than those charged by the bank for the issuance of the guarantee are for the account of the		Applicant		Beneficiary
The bank is authorised to debit my/our account number				in your books with all bank

charges incurred with the issuance of the guarantee and all other reasonable costs in connection herewith.

Undertaking

- I/We request and irrevocably authorise the bank, without further reference to me/us, to pay, comply with or otherwise discharge any claim which may be made against the bank by the beneficiary under the guarantee against production of the documents, if any, called for in the guarantee, without any obligation on the bank to ascertain the validity and/or correctness of any such claim.
 - Should the guarantee be issued in any other language than English, we accept sole responsibility for and confirm that same is a true translation of the English version, also hereby attached.**
The nature of the above provision is that it constitutes an assumption of risks and/or liabilities by the applicant and its effect is to increase the applicant's obligations and/or liabilities.
I/We hereby indemnify the bank against any claims or damages resulting from the guarantee being issued as aforesaid.
The nature of the above provision is that it imposes an obligation on the applicant to indemnify the bank and its effect is to increase the applicant's obligations and/or liabilities.
 - I/We irrevocably undertake to pay to the bank on demand, all amounts (or the rand value thereof if payment was made in a foreign currency) paid by the bank under the guarantee and any interest thereon, if applicable, together with any commission, stamp duty, reasonable costs and expenses arising out of or in connection with the issuing of the guarantee. For the purpose of this undertaking, I/we irrevocably authorise the bank, without further reference to me/us, to debit any of my/our accounts and/or the separate cover account(s) referred to in 5 below, with the amount concerned.
 - I/We irrevocably authorise the bank, whenever it deems it reasonable to do so, to obtain cash cover regarding my/our obligations hereunder, to debit any of my/our accounts, without reference to me/us, with the amount concerned and to credit such amount to a separate cover account. I/We hereby cede all my/our right, title and interest in and to such separate cover account, any savings, investment account or any other account to the bank as continuing security for my/our obligation hereunder.
 - I/We hereby choose as *domicilium citandi et executandi* for the purpose of all notices and processes to be given or served in pursuance hereof, my/our address as stated above or such other address as may be indicated by me/us in writing and confirmed by the bank.
 - I/We attach herewith supporting documentation with details of the contract for the bank's records.
- Nothing in this document limits or exempts the bank from liability for loss directly or indirectly attributable to the gross negligence of the bank or any person acting for or controlled by the bank where the law does not allow this. This document also does not require the applicant to assume the risk or liability for this kind of loss where the law does not allow this.

Signed at _____ on _____

Authorised signature(s)

For and on behalf of

(Registered name of company)

Office use

All future correspondence relating to this guarantee must be addressed to (email address or facsimile no)

for the attention of

Exchange control

Guarantee issuance authorised in terms of

Section of the Exchange Control Rulings, or

Exchange Control Approval no Dated D D M M C C Y Y

Submitted by SARB reply date D D M M C C Y Y Expiry date D D M M C C Y Y

(Authorised Dealer)

Credit approval

Amount approved: R

Authorised by:

Name (in block letters) Signature and employee no

Signature verification

Signatures verified by:

Name (in block letters) Name (in block letters)

Signature and employee no Signature and employee no

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*and

(Capacity of representative)

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Amount in words							
Expiry date of guarantee	D	D	M	M	C	C	Y Y and/or Expiry event
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 - I/We hereby choose as *domicilium citandi et executandi* for the purpose of all notices and processes to be given or served in pursuance hereof, my/our address as stated above or such other address as may be indicated by me/us in writing and confirmed by the bank.
 - I/We attach herewith supporting documentation with details of the contract for the bank's records.
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Authorised signature(s)

For and on behalf of

(Registered name of company)

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for the attention of

Exchange control

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	Section	of the Exchange Control Rulings, or																
	Exchange Control Approval no	Dated						D	D	M	M	C	C	Y	Y			
Submitted by	SARB reply date	D	D	M	M	C	C	Y	Y	Expiry date	D	D	M	M	C	C	Y	Y

(Authorised Dealer)

Credit approval

Amount approved: R

Authorised by:

Name (in block letters)	Signature and employee no

Signature verification

Signatures verified by:

Name (in block letters)	Name (in block letters)
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Signature and employee no	Signature and employee no
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