

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT (LETTER OF CREDIT)
(Electronic format)

To: **Mizuho Bank, Ltd., Singapore Branch**

Date: _____

(ALL FIELDS MARKED WITH * ARE MANDATORY)
(Please complete and tick the applicable boxes)

Our Reference: _____
(Please provide)

We hereby apply for the issuance of a letter of credit based on particulars set herein below and agree that such application be subject to all terms and conditions appearing herein and all the terms and conditions governing this Application, including the Terms and Conditions governing Application for Irrevocable Documentary Credit (collectively, "Terms and Conditions"), and the provisions of any other applicable agreement(s) made between you and us in connection with or relevant to the transaction herein. We understand and agree that the Bank may modify the Terms and Conditions without prior notice to us at any time.

ADVISING BANK (NAME & SWIFT/MAILING ADDRESS) <small>(COMPLETE IF FOR A PREFERRED BANK OR TO ADD CONFIRMATION)</small>	*BENEFICIARY'S NAME AND ADDRESS	*APPLICANT <i>(refers to Applicant in Letter of Credit)</i> <small>(ADDRESS REQUIRED FOR 3RD PARTY)</small>
THIS LETTER OF CREDIT IS ISSUED AS NON TRANSFERABLE WITHOUT CONFIRMATION BY YOUR CORRESPONDENT BANK UNLESS INDICATED BELOW: <input type="checkbox"/> TO BE TRANSFERABLE <input type="checkbox"/> TO ADD CONFIRMATION	*LATEST SHIPMENT DATE	*CURRENCY AMOUNT
*TENOR: <input type="checkbox"/> SIGHT / _____	*PARTIAL SHIPMENT <input type="checkbox"/> ALLOWED <input type="checkbox"/> PROHIBITED	*TRANSHIPMENT <input type="checkbox"/> ALLOWED <input type="checkbox"/> PROHIBITED
PRESENTATION PERIOD: WITHIN _____ DAYS AFTER <input type="checkbox"/> BL / <input type="checkbox"/> AWB BUT WITHIN THE VALIDITY OF LETTER OF CREDIT <small>*[BL= BILL OF LADING, AWB = AIRWAY BILL]</small>	TRADE TERMS: <input type="checkbox"/> FOB <input type="checkbox"/> CIF <input type="checkbox"/> CFR <input type="checkbox"/> OTHERS: _____	FROM (PORT OF LOADING / PLACE OF RECEIPT) TO (PORT OF DISCHARGE/PLACE OF DESTINATION)
*MERCHANDISE (GENERAL DESCRIPTION)		

GENERAL CONDITIONS (Unless otherwise indicated in the box provided)
 This Letter of Credit is issued by teletransmission for full text unless indicated: With brief preliminary messages and full text to follow
 TT reimbursement is prohibited unless indicated Acceptable and for Beneficiary's account unless indicated as FOR OUR ACCOUNT
 All Banking Charges including reimbursement charges are for Beneficiary's account unless indicated FOR APPLICANT'S ACCOUNT
 Credit available BY PAYMENT/NEGOTIATION/ACCEPTANCE/DEFERRED PAYMENT with any Bank unless indicated AVAILABLE WITH _____
 as available BY BENEFICIARY'S DRAFT drawn on you or your Correspondent Bank

***DOCUMENTS REQUIRED**

DRAFT FOR 100% VALUE _____ % Value of invoice

Full set / _____ / 3 of original Clean on Board Ocean Bill of Lading together with non-negotiable copies indicating the Letter of Credit No.

Made to Order of your Bank / of shipper & blank endorsed, / or specially endorsed to the Bank, Marked "Freight Prepaid / Payable at Destination"
 Notify Applicant and / or other party _____

Original Airway Bill indicating the Letter of Credit No.: consigned to the Bank Marked "Freight Prepaid / Payable at Destination"
 Notify Applicant and / or other party _____

Insurance Policy or certificate in duplicate, blank endorsed for 110% of invoice value, covering Institute Cargo Clause (FPA/WA/ALL Risks), Institute War Clauses & Institute Strikes Riots and Civil Commotions Clauses with claims payable at destination in the same currency of this Letter of Credit and indicating the name and address of a claim agent of destination

Signed Commercial invoice in _____ originals and _____ copies

other documents (please specify) _____

***SETTLEMENT**

Debit our account with you _____ (account no/ccy) Others: _____

(Party to whom credit facility is granted by Bank (the "Customer"))
 We agree that this Application, the Letter of Credit to be issued hereunder and any amendments to the Letter of Credit so issued, shall be governed by the provisions of the Uniform Customs and Practice for Documentary Credits, ICC Publication NO. 600 ("UCP 600") or any revision thereof applicable at the time of this Application and the terms stated herein. Where the Letter of Credit permits reimbursement by the nominated bank, such reimbursement is subject to Uniform Rules for Bank-to-Bank Reimbursement under Document Credits, ICC Publication No.: 525, or any revision thereof applicable at the time of this Application.
Contact Person:
Name: _____
Telephone: _____ **Fax:** _____
Email: _____

 Authorised Signatory(ies) (Company Stamp, if any)

(This is to be completed if a third party is to be the Applicant in the Letter of Credit)
 As this Application is made at our request and on our behalf, we shall by our signature below be bound to indemnify the Bank as joint obligor for all losses, damages, payments, costs (including legal cost on a full indemnity basis), expenses and interest incurred or to be incurred in connection with the issuance of the Letter of Credit applied for herein and shall be jointly and severally liable with the Customer in respect of such indemnification. We hereby agree to and accept all the terms and conditions set out in or governing this Application, including the Terms and Conditions and the provisions of any other applicable agreement(s) made between and/or amongst the Customer, you and/or us in connection with or relevant to the transaction herein which shall apply mutatis mutandis to us.

 Authorised Signatory(ies) (Company Stamp, if any)
 (Name and Designation)(FOR 3RD PARTY COUNTER SIGNATURE)

For Bank Use:	Trade Services			Front office / Middle office		
	GM	JGM	SH	GM	JGM	SH

TERMS AND CONDITIONS GOVERNING APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT ("LIC APPLICATION")

1. **Issue of Letter of Credit.** In consideration of your agreeing at our request or on behalf of a third party (as may be approved by you) to issue or to request your correspondent bank to issue a letter of credit in favour of the beneficiary, as applied for overleaf, we, inclusive of our successors in title and assigns, hereby agree and undertake to indemnify you, your successors and assigns and at all times to keep you fully and completely indemnified from and against all liabilities, claims, demands, payments, actions and proceedings, expenses including legal costs (on a full indemnity basis) and losses of whatsoever nature, amount or description which may be made or taken or suffered by you in relation to or arising out of the Letter of Credit or any amendments thereto, modifications thereof and any letter or documents made supplemental or in consequence thereto.
The correspondent(s) utilised by you for advising the Letter of Credit shall be selected by you in your absolute discretion. We confirm that the issuance of the Letter of Credit to the beneficiary on behalf of the Third Party Applicant for our account is of commercial benefit to us and we acknowledge that the issuance of the Letter of Credit is in reliance of our confirmation herein. We further confirm that we will not dispute the existence of such commercial benefit.
2. **Payment.** We hereby irrevocably authorise you to pay or accept for our account all drafts, demands or other instruments (each a draft) drawn or made or purporting to be drawn or made under any Letter of Credit. We shall:-
 - (a) in the case of each sight draft, reimburse you on demand the amount paid on such draft or, if so required by you, pay to you or as you may direct, in advance, the amount which is or may be payable on such draft; and
 - (b) in the case of each acceptance, pay to you or as you may direct on demand, but in any event not later than its maturity date the amount payable by reason of such acceptance. Notwithstanding any other provision in this LIC Application, you may at any time demand for payment of cash cover, in an amount equal to, and in the same Currency as the amount certified by you to be your maximum aggregate liability (actual or contingent) under the Letter of Credit applied for hereunder. We shall pay to you such amount in such Currency immediately upon such demand being made (which amount you shall be entitled to apply towards the discharge and/or reduction of your liabilities under that Letter of Credit).
3. **Discrepancies.** Any discrepancies or non-conformity in the documents wrongly advised by you to us would not be considered a discrepancy or non-conformity entitling us to reject the documents provided that you confirm in writing within 3 banking days of the initial advice that the discrepancies or non-conformity originally advised does not amount to a discrepancy or non-conformity. We agree that you shall not be in any way liable to us for any loss or damage suffered by us either directly or indirectly, arising from or in connection with your initial advice of discrepancy or non-conformity.
4. **Release of Goods Under Shipping Guarantee or Letter of Indemnity.** If Goods financed by the Letter of Credit applied for herein are released to us pursuant to a shipping guarantee or a letter of indemnity, we shall be deemed to have accepted and/or waived all discrepancies in the documents presented under the Letter of Credit.
5. **Claim.** On no account shall any claim be made against you after the draft has been accepted or paid by us.
6. **Indemnity.** We shall indemnify you and hold you harmless from and against all claims, demands, actions, damages, costs (including legal costs on a full indemnity basis), losses, interests, expenses and other sums which you may incur or pay by reason of, or in connection with, the Letter of Credit or its issuance, including but not limited to:
 - (a) any liability or sum which you may incur or pay to any confirming, advising or negotiating bank or any of your correspondents or agents, the beneficiary of the Letter of Credit or to any other person with whom you or any of your correspondents or agents may have dealings in connection with the Letter of Credit;
 - (b) all freight, landing, warehousing, insurance and storage charges incurred in connection with any goods which are the subject of the Letter of Credit. We shall provide you on demand with sufficient funds to meet any liability or sum as aforesaid; and
 - (c) where the Letter of Credit contains a price escalation provision for the Goods and the amount which may be paid under the Letter of Credit varies according to the price of such Goods, the full amount payable by you under the Letter of Credit even if this amount exceeds any percentage tolerance of the amount stipulated in the Letter of Credit.
7. **Reimbursement.** We agree to reimburse or otherwise make payments to you for all payments made by you pursuant to the LIC Application. It shall not be a defence to any demand hereunder and our obligations to you shall not otherwise be affected or reduced by the fact that you were or might have been or might be justified in refusing to make a payment or otherwise incur a liability in connection with the Letter of Credit. As between you and us, any draft negotiated under any Letter of Credit shall be conclusive evidence that you are or will be liable to pay under the same. You shall be entitled to debit or otherwise exercise a right of set off against any of our account maintained with you or any of our funds in respect of any sums (including without limitation, principal, interest, commission, damages) due to you pursuant to the Letter of Credit or this LIC Application without notice to us.
8. **Charges.** We shall pay to you in advance, on demand or when otherwise due (at your discretion), your commissions, charges and interest in connection with the Letter of Credit. Such commissions, charges and interest shall be at such rates, and shall be calculated on such basis, as may be prescribed by you from time to time. Until we pay to you in full the amount due under the Letter of Credit, commissions, charges and interest in respect thereof, and discharge all our obligations to you in respect of the Letter of Credit and the goods to which it relates in full, you may, but shall not be bound to, give such orders as to shipment, destination and delivery of any such goods as we could give and make such direct arrangements with the sellers or shippers or others, including the variation or discharge of any contract, as at your discretion may think fit without any liability on your part for any loss arising out of any such order or arrangement. Any such direct intervention by you shall not affect our obligations to you and we shall reimburse you for all payments made by you pursuant to any such intervention.
9. **Presentation of Letter of Indemnity.** Where the Letter of Credit (including but not limited to a Letter of Credit issued for oil shipments) permits the presentation of a letter of indemnity in lieu of shipping or other documents if the latter are not available at the time of presentation, you shall not be obliged (as issuing bank) to examine the shipping documents that would subsequently be forwarded to you.
10. **Determination by Nominated Bank.** Where a nominated bank determines that documents presented under the Letter of Credit comply with the Letter of Credit's terms and conditions and forwards the documents to you, whether or not the nominated bank has honoured or negotiated, you shall honour the complying presentation and/or reimburse the nominated bank, even if the documents have been lost in transit between the nominated bank and us or in the case of a confirmed Letter of Credit, between the confirming bank and you. In such an event, all other obligations towards you, including the obligation to reimburse you, shall remain unaffected, even if we would be unable to take delivery of the underlying goods without the documents which are lost in transit.
11. **Objection period.** Without prejudice to the other provisions herein, where you have made payment under the Letter of Credit against documents which you consider to be complying with the terms of the Letter of Credit, any objection by us that the payment was made even though there were discrepancies or non-conformity in the documents shall be in writing and received by you within 5 days of such payment, failing which such payment made by you shall be deemed to be made pursuant to compliant documents, thereby obliging us to reimburse you for such payment.
12. **Bills of Lading and other Documents.** You and any of your correspondents or agents may in relation to the Letter of Credit:
 - (a) receive and accept as bills of lading, or, as the case may be, other transport documents, signed or otherwise authenticated or purporting to be signed or authenticated by or on behalf of any carrier or master (or owner, as the case may be) which acknowledge receipt of goods for shipment or otherwise, and the on board date (or, in the case of other transport documents, the date of despatch, acceptance for carriage, post receipt, pick up or taking in charge, as the case may be) of any such document shall be deemed the date of shipment of the goods mentioned therein;
 - (b) receive and accept as documents of insurance either insurance policies or insurance certificates or cover notes;
 - (c) require us to endorse or procure endorsement of the Bill of Lading in your favour or to your order; and
 - (d) accept such documents which comply with the laws and regulations or the customs or usages of the place of shipment or negotiation. Notwithstanding the foregoing and without prejudice to the generality of this Application, you may, at any time, decline to issue the Letter of Credit requiring transport documents which, in your sole discretion, you deem unacceptable. We undertake, where necessary, to procure and obtain the necessary blank or special endorsement of Bills of Lading and written attachments or receipts from any third party, including warehouse keepers, in your favour. We agree that in the event that the Letter of Credit permits the presentation of a letter of indemnity in lieu of a bill of lading, we will procure the full set of the bills of lading with blank or special endorsement in your favour, in the event that any one or more of our obligations are not fulfilled.
13. **Governmental Regulations.** We shall comply with any laws including any applicable exchange control regulations and will promptly procure, or cause to be procured, any necessary import or export licence or other permit, and will indemnify you against any failure to do so and against any defect in or absence of any such licence or other permit. We also warrant that no shipments will be made or other transactions undertaken in connection with the Letter of Credit in violation of the laws and regulations of Singapore or any other applicable jurisdiction.
14. **Pledge.** As a continuing security for the payment and discharge of all indebtedness and other obligations from time to time owing by us to you pursuant to this LIC Application and the Letter of Credit issued hereunder, we hereby grant to you a pledge and an assignment over:-
 - (a) all goods, the purchase of which is financed by the Letter of Credit;
 - (b) all drafts, bills of exchange, promissory notes, cheques and negotiable instruments and all shipping or other transport documents, bills of lading, airway bills, combined or other transport documents, warrants, delivery orders, wharfingers' or godown or warehouse keepers' certificates or receipts and all other documents of title or otherwise relating to goods which are now or which shall hereafter be presented to or deposited with you or your agents or any other person on your behalf whether for safekeeping, custody or otherwise by us or by any person acting on our instructions, and the goods to which any such documents relate (collectively, the "Pledged Assets");
 - (c) This pledge and assignment is in addition to and shall not affect or be affected by any other securities, rights or remedies which you may at any time hold in respect of any obligations owing by us to you. Your rights shall not be discharged or affected by amendments to the Letter of Credit or any other matter whatsoever.
15. **Disposal by Bank.** Without prejudice to any other right or remedy you may have, you may at any time without demand for payment or notice to us, sell, dispose of or otherwise realise or deal with any or all of the Pledged Assets, whether or not any of our liability (whether contingent or actual) shall have then matured or become due, in such manner and upon such terms (including as to price) as you think fit and whenever you consider it desirable having regard to the then market value of any of the Pledged Assets or any other factors which in your sole judgment may affect such value. The proceeds of any such sale, disposal, realisation or dealing shall be applied towards the discharge of the indebtedness and other obligations so secured at such time, in such manner and in such order as you deem fit. You shall not, in any circumstances or for any reason whatsoever, be liable to us or any other person for any loss or damage arising from any sale, disposal or realisation of any of the Pledged Assets by or from any act, default or omission on your part, or that of any of your servant, agent, broker, auctioneer or other person appointed by you in connection with such sale, disposal or realisation. We shall on demand fully indemnify you against all liability and expenses of whatsoever nature (including legal costs) incurred by you in perfecting or exercising any rights hereunder and in respect of any action or omission relating to the goods including any claim against you by reason of any defect in our title to the goods.
16. **Deposit.** We shall deposit with or transfer to you or otherwise place at your disposal all documents of title and other documents relating to the goods. We by way of security irrevocably appoint you and such of your officers as may from time to time be in charge of our account to be our agent and in our name to execute and deliver all documents and do all acts as you or your officer deems desirable for perfecting your security over the goods or purpose of exercising any rights hereunder including transfer property in the goods to the purchaser thereof.
17. **Lien.** We undertake that no goods or documents pledged to you are or shall without your prior written consent be subject to any lien or charge in favour of any other person and all such documents shall be duly endorsed (if necessary) and delivered to you as soon as they are received.
18. **Shipment and Storage.** You may, in relation to any goods relative to the Letter of Credit, at your absolute discretion land and store such goods, re-ship such goods to any other port, pay any freight, warehouse, dock and other charges for our account, and exercise all our rights (if any) as unpaid sellers of such goods.
19. **Risk.** The risk in the goods shall be and remain with us and you shall not be responsible for any loss or damage or depreciation in value of any goods or documents held by you as security howsoever arising, whether or not such goods or documents are in your possession, custody or control.
20. **Co-operation.** We undertake to co-operate fully with you, including allowing you to sue in our own name, with any commencements that may have to be commenced against any third party, in the event that any one or more of our obligations are not fulfilled.
21. **Insurance.** We shall at our own expense keep all goods and other properties in which you have an interest insured against all usual risks and such other risks as you may require from time to time, to the extent of at least the full market value of such goods or other properties, under a policy or policies and with insurers or underwriters acceptable to you. We shall procure that your interest shall be duly noted on the policies or other documents evidencing such insurances and that in case of loss all moneys recoverable under such insurances shall be payable to you. If so required, we shall lodge the policies or other documents evidencing such insurances with you. We hereby authorize you to recover or collect the moneys due under any such insurances and hereby assign and agree to assign the policies to you for that purpose. We shall provide you with all necessary assistance in any claim to be brought under such policy or policies. If we default in effecting or keeping up any such insurances or in producing any policies to you, or if in your opinion any insurance effected by us is insufficient, you may effect insurance in such further amount as you deem fit, and we shall reimburse to you on demand all moneys expended by you for such purpose.
22. **Further insurance.** If the documents required under the Letter of Credit do not include an insurance policy or certificate, we will deliver to you, within seven days after the date of this LIC Application, an insurance policy or certificate issued by a reputable insurer in a form acceptable to you, naming you as insured and providing cover to a value equal to at least 110% of the purchase value of the goods falling which, you, without prior notice to us, may arrange such insurances as you consider necessary.
23. **Disclosure.** We irrevocably consent to the disclosure by you, your officers and agents, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, credit balances and deposit with you to:-
 - (a) your head office, any of your representatives, documents checking and processing centres and branch offices in any jurisdiction, related corporations (as defined in the Singapore Companies Act Cap. 50) and any legal entities which are part of the Mizuho Financial Group;
 - (b) any regulatory or supervisory authority including fiscal authority in any jurisdiction;
 - (c) your agents and independent contractors;
 - (d) any insurers with whom insurance cover is taken out in connection with this LIC Application;
 - (e) any potential assignee or transferee or any person who may otherwise enter into contractual relations with you;
 - (f) any entity with whom you may merge, consolidate or amalgamate;
 - (g) any other party which you determine it is in your interest to do so;
 - (h) any other party to whom you are permitted, recommended and/or required by applicable laws or guidelines issued by applicable regulatory authorities to make such disclosure.
24. **Contracts (Rights of Third Parties) Act, Cap53B.** Any terms, interests, rights, benefits, defences, exemptions or limitations in this Application shall not be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act, Cap 53B.
25. **Inconsistency with UCP 600.** In the event of any inconsistency between the terms and conditions herein and the provisions of UCP 600, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.
26. **Inconsistency with other agreements.** In the event of any inconsistency between the terms and conditions herein and the provisions of any other applicable agreement(s) made between you and us in connection with or relevant to the transactions herein, the terms and conditions herein shall prevail.
27. **Governing Law and Jurisdiction.** This Application is to be construed according to Singapore Law. Parties agree to submit to the non-exclusive jurisdiction of the Singapore Courts in respect of any dispute arising out of or in connection with this Application and/or the Letter of Credit. Without prejudice to the foregoing we agree that you may at your sole discretion elect to refer any such dispute to arbitration under the ICC Rules for Documentary Credit Dispute Resolution Expertise (DOCDEX) if you so inform us in writing of your election within 90 days of the presentation of documents under the Letter of Credit to be issued thereunder.