



APPLICATION FOR ISSUANCE OF LETTER OF GUARANTEE

Finance House LLC,

Branch Name: Date: dd / mm / yyyy

For my/our account and under my/our full responsibility, please issue a Letter of Guarantee as per the details below:

Applicant Details

Name:

Address & P.O. Box:

Tel.: Fax: Flexi* No.:

In case of query / person to contact: Mobile.:

Guarantee to be issued on behalf of:

Name:

Address & P.O. Box:

Beneficiary Details

Name:

Address & P.O. Box:

Tel.: Fax:

Guarantee Type

Tender Performance Advance Payment Retention Labor Customs

Financial Payment Others (specify)

Expiry Date: dd / mm / yyyy

Effective Date: From date of issue From dd / mm / yyyy

Auto-renewable: Yes No

Guarantee to be issued in: English Arabic English & Arabic

Format of Guarantee: Standard As per attached (format must be stamped and signed by the authorized signatory)

Currency and amount in figures:

Amount in words:

Purpose of the Guarantee:

Guarantee to be issued through FH Correspondent Bank: Yes No

If Yes, FH will: issue a Counter-Guarantee or advise the guarantee through the Correspondent Bank

Guarantee to be collected by/delivered to:

Identification Number:



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Terms & Conditions

I/We abide by the following terms and conditions:

- In consideration of Finance House LLC ("FH") issuing the Guarantee applied for herein, I/we (which expression shall include our successors and assignees) indemnify FH (which expression shall include its successors in title and assigns) against all damages and to hold FH free and harmless against all actions, proceedings, claims, and demands which may be brought or made against FH and against all losses, damages, costs and expenses which FH may suffer or incur, directly or indirectly, as a consequence of issuing the Guarantee (the "Indemnity"). This Indemnity is a continuing indemnity and shall remain valid, effective and enforceable until the return of the original Guarantee and/or cancellation of the Guarantee.
- I/We hereby agree to irrevocably and unconditionally (i) fulfil all obligations and liabilities that have been guaranteed under the Guarantee and (ii) authorize FH to:
 - Without any reference to me/us, agree to extend, renew the Guarantee, if and when such renewal is called for by the Beneficiary, or to terminate, cancel, or reduce FH's liability under the Guarantee in accordance with its terms and conditions.
 - Without any reference to me/us or obtaining my/our approval, pay the amount of the Guarantee or any part thereof in accordance with any claim from the Beneficiary and I/we waive any right or claim I/we may have against you in relation to such payment.
 - Without reference to me/us, debit any of my/our Flexi with FH with the amounts due to FH under the Indemnity or with each and every payment made by FH pursuant to the Guarantee (including any cash margin payable by me/us, all damages, costs, expenses, charges, commission and/or legal fees) incurred by or owed to FH in connection with the Guarantee.
- I/We hereby irrevocably authorize FH to have a lien on and be entitled to retain as security for my/our liability hereunder any cheques, drafts, bills, notes or negotiable or non-negotiable instruments and any stocks, shares, marketable or other securities and movable and immovable assets and any other assets from time to time held by FH, whether for safe custody or otherwise. I/We hereby irrevocably authorize FH to apply the sum held by FH as a margin deposit or cash collateral in discharge in whole or in part of my/our liability to FH hereunder. I/We further irrevocably undertake to provide to FH on your first demand, a cash margin or any other form of security as security for the Guarantee whether or not you are required to make a payment under the Guarantee. If the Guarantee does not have a fixed expiry date, we understand that the 100% cash margin may be required by FH as a security for the Guarantee. I/We hereby irrevocably authorize FH to debit the cash margin from any of my/our Flexi without further notice to me/us.
- I/We hereby irrevocably agree, authorize and empower FH, without making prior demand on or advice to me/us, to debit and set-off any amount due to FH from me/us in respect of the Guarantee. I/We further authorize FH to overdraw my/our Flexi with FH in the event of insufficient credit balance and charge penalty interest on such debit balances until full repayment of FH's debts to FH satisfaction as reflected in FH's books.
- It is clearly understood and accepted that in case of FH's issuance of any project related guarantee at our request such as Tender Guarantee, Performance Guarantee, Advance Payment Guarantee, and Retention Guarantee, FH is neither obligated nor committed to extend any follow-on facilities.
- I/We hereby irrevocably agree that if FH uses the services of another party (the "Correspondent Bank") for the purposes of issuing the Guarantee, FH shall do so for my/our account and at my/our risk and FH shall assume no liability or responsibility should any instructions given by FH to such Correspondent Bank not be carried out. The validity of any counter guarantee issued by FH to the Correspondent Bank (the "Counter-Guarantee") may extend beyond the Guarantee's expiry date or, if the Guarantee is open ended, have an open ended validity. I/We hereby authorize FH to charge commissions for such extended period or until FH is irrevocably and unconditionally released by the Correspondent Bank from its liabilities under the Counter-Guarantee (the "Release"). Our obligations and liabilities to FH under this application form and these terms and conditions shall remain in place until the Release.
- The governing law and jurisdiction of the Correspondent Bank's branch that issues the Guarantee or the applicable Uniform Rules for Demand Guarantee (URDG) shall apply to the Guarantee if the Beneficiary is established outside the UAE and shall be issued through FH's Correspondent Bank in that country.
- I/We acknowledge that:
 - In accordance with FH's policy, transactions that are not in compliance with the applicable antiboycott, anti-money laundering, anti-terrorism, anti-drug trafficking and economic sanctions laws and regulations are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States, UK, EU and/or UAE laws.
 - Neither FH nor any of its subsidiaries, group entities and affiliates will be liable for any cost, expenses, loss or damage whatsoever associated directly or indirectly with the application or potential application of Sanctions to the Guarantee.
- This application and its terms and conditions and Indemnity thereunder shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.

I/We hereby irrevocably submit to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi whereas FH shall have a right to bring proceedings in any court of competent jurisdiction or, to the extent allowed by law, concurrently in more than one jurisdiction.
- If this Indemnity is signed by many individuals, the expression "I/We" shall mean joint and several liabilities for obligations under the Guarantee. If we are a partnership firm, each partner and the partnership firm are jointly and severally liable for obligations assumed under the Guarantee.
- I/We hereby confirm having read and understood these terms and conditions and the Indemnity thereunder and that I/we am/are aware of my/our obligations, liabilities and rights hereunder.

*The term 'Flexi' used herein on this application form and its terms & conditions shall have the same meaning ascribed to it under the 'Flexi Opening-Terms and Conditions' available on FH's website: www.FH.ae.

Signature and stamp of applicant

Acknowledged and agreed by the guaranteed party
(if different from applicant)

Signature and stamp of guaranteed party