

Application for a Bank Guarantee/bank surety/ security

(hereinafter "Bank Guarantee")

Useful information for the correct completion of the guarantee application form

The Applicant requests Zürcher Kantonalbank to issue a bank guarantee in accordance with the following. details:

Telephone no.

1. Applicant

Company/last name/

	first name		e-Mail*	
	Address, no./P.O. Box Postcode/city		our reference	
2.	Principal debtor in the underlaying transaction (for account of) (if oder than the applicant)			
	Company/last name/		Postcode/city	
	first name		Country	
	Address, no./P.O. Box			
3.	Beneficiary			
	Company/last name/		Country	
	first name		Contact person	
	Address, no./P.O. Box		Telephone no.	
	Postcode/city		e-Mail*	
4.	Currency		5. Date of expiry	
	Amount		For an unlimited peri	od
	(= % of contract value)			
6.	Legal form	7. Purpose of guarantee		8. Language
9.	The bank guarantee is to	be sent to:		
	Applicant*			
	Beneficiary*			
	Other, address:			
	e-Mail*:			
	Third party bank, for their non-binding forwarding to the beneficiary			
	Name of the Bank:		SWIFT-Code:	
	Third-party bank, with your instruction to issue a local guarantee counterguaranteed by Zürcher Kantonalbank			
	(indirect guarantee)			
	Name of the Bank:		SWIFT-Code:	

* Abstract guarantees subject to Swiss law, issued in favor of Swiss domiciled beneficiaries will be sent exclusively by e-mail. In such cases, please provide us with the corresponding e-mail address.



10. Reason for guarantee (details to the bid i.e. bid no. and date; contract i.e. contract no. and date, description of goods or service, total price, etc.)

11. Additional information / Comments / Instructions regarding delivery of the Bank Guarantee (and in case of a bid bond: last possible issuance / transmission date or in case of an Advance payment guarantee with statement of Account no. at ZKB, where to the advance payment will be remitted)

Please note that the fee offered by your account manager includes the issuance of the guarantee based on our standard wordings. Any different guarantee wording (if acceptable to us) will be charged with additionally CHF 100.00 per guarantee. Consulting/structuring/drafting of guarantee texts will be charged with additional CHF 200.00 per hour, min. CHF 100.00 per guarantee. Re-issuance of a guarantee due to incorrect instructions will be charged with CHF 300.00 per guarantee.

This application for a Bank Guarantee is subject to the enclosed "Terms and Conditions/Information on the Issuing of Bank Guarantees" and the "General Terms and Conditions of Business of Zürcher Kantonalbank". I/we have read and accept these.

- **12.** Commissions and charges to be debited to my/our account no.
- 13. Place and date
- 14. Company stamp and legally valid signature(s) of Applicant

Please send the duly completed and legally signed application form by e-mail directly to your account manager.



Terms and Conditions/Information on the Issuing of Bank Guarantees

1. Key features of the abstract Bank Guarantee

If the beneficiary of an abstract Bank Guarantee (i.e. a Bank Guarantee under which the right of objection and defence arising from the underlying transaction is waived) requests payment in conformity with the terms of the guarantee, payment shall be effected immediately and regardless of whether the statements made by the beneficiary of the Bank Guarantee are accurate (e.g. that the contractual payment has become due or that the contractual delivery obligations have not been duly completed). In the absence of clear proof of a manifestly unlawful or fraudulent act on the part of the beneficiary of the Bank Guarantee, payment under an abstract guarantee cannot be refused on the basis of any objections or defences (e.g. the guaranteed payment has not become due or the guarantee has been fulfilled in conformity with the contract or other objections arising from the underlying transaction). This also applies if the guaranteed payment cannot be fulfilled due to reasons beyond the control of the obliged party (e.g. force majeure: strike, war, natural disasters).

In contrast, where a "joint and several surety" or "simple surety" has been issued, Zürcher Kantonalbank (hereinafter the "Bank") can refuse payment on the basis of such proven objections or defences arising from the underlying transaction (see SCO Art. 492 et seq., in particular SCO Art. 502).

2. Indirect Bank Guarantee (counter guarantee)

The key features of abstract Bank Guarantees mentioned in point 1 shall also apply in cases where an abstract Bank Guarantee has been issued by another - usually foreign banking institution (hereinafter the "Guarantee Bank") under a liability and counter guarantee of the Bank ("indirect Bank Guarantee"). In principle, such indirect Bank Guarantees shall be governed by the laws of the country of the Guarantee Bank (see also Section 5). The Bank will not be in a position to verify the legitimacy of a claim on the Guarantee Bank lodged by the beneficiary of a Bank Guarantee issued under foreign law. The Guarantee Bank may request that the Bank issue a counter guarantee whose wording is generally based on the requirements of the Guarantee Bank. The commission billed to the Bank by the Guarantee Bank as well as all other costs (including counsel's fees, court costs, etc.) incurred as a result of issuing a guarantee under foreign law shall be passed on by the Bank to the Applicant. The Applicant expressly acknowledges the specific risks arising from such a request

to issue a Bank Guarantee through a foreign Guarantee Bank and therefore undertakes to reimburse to the Bank any resulting losses, costs and expenditure upon first request.

3. Wording of the Bank Guarantee

When formulating the wording of Bank Guarantees, the Bank usually uses standard wordings issued in accordance with Swiss law, unless the nature of the underlying transaction or specific instructions (which must be acceptable to the Bank) given by the Applicant make it necessary to deviate from such wordings.

4. Checking of documents

The Bank checks whether statements and documents that must be submitted under a Bank Guarantee, on their face, meet the conditions of the Bank Guarantee. In so doing, the Bank shall not, in the absence of instructions or directives to the contrary, be required to verify the authenticity of signatures or the accuracy of the content of statements.

5. Bank Guarantees under foreign law

Where the Bank is requested to issue a Bank Guarantee under the laws of another country, it shall consider such request only in terms of its formal correctness and of the absence of any manifestly unlawful conduct on the part of the beneficiary, irrespective of any further duties and/or obligations to inspect laid down by the applicable law. The Applicant hereby waives with legal effect the right to demand from the Bank that it asserts in relation to the beneficiary any further objection and/or defence on its own part arising from the underlying transaction and on that basis to demand refusal of payment under the Bank Guarantee. The Bank is to suffer no legal detriment or loss in its relation to the Applicant on account of failure to comply with its instructions; the Bank shall in particular retain, in every case in relation to the Applicant, its right of recourse in respect of all payments made under the Bank Guarantee. The Applicant further acknowledges that he is potentially liable to the Bank even after the end of the term of the guarantee, until such time as the Bank shall have been discharged by the beneficiary and shall on that basis have released the Applicant from its obligations. Should the Applicant wish the Bank Guarantee to be subject to foreign law (or to a foreign place of jurisdiction), he shall bear the risks associated therewith and undertakes, in the event of any legal proceedings abroad, to support the Bank to the best of

his abilities (if necessary as a secondary party), to indemnify it upon first request in respect of all losses, costs and expenditure resulting from such proceedings and, at its request, to substitute itself for the Bank in such proceedings where local procedural law so permits and to pursue the case on his own account. Should he fail to do so, the Bank shall be entitled to accept the pleas in the foreign legal proceedings, withdraw any objections already made or end the proceedings by concluding a settlement, in which case the Applicant shall be obliged to reimburse the Bank for all costs and expenses incurred by it and all payments made and compensation paid by it to other parties to the case (on the basis of a settlement, of an acknowledgement of the claim and similar).

6. Payment, reimbursement of costs and cover

The Applicant shall pay the Bank a commission for the duration of the Bank Guarantee. Such commission shall be owed from the date of issue and thereafter periodically at the beginning of each subsequent settlement period, subject to any agreements to the contrary. The amount of the commission owed may be amended by the Bank at any time in the event of any change in the risk assessment. The Applicant shall reimburse the Bank for all costs, expenses and damages incurred by the latter in connection with the issuing of the Bank Guarantee (reimbursement of expenses, commission and charges, etc. incurred by the Bank itself or billed to it by third-party banks together with all costs of any court or legal proceedings in Switzerland or abroad). The Bank shall be entitled to debit the Applicant's account for all claims arising in connection with the Bank Guarantee. The Applicant shall agree to provide (pledged) collateral in relation to such claims at the Bank's first request. As security for such claims, the Applicant hereby grants the Bank a right of lien on all his claims against the Bank for all costs, expenses and damages arising under the Bank Guarantee. The Bank shall be entitled not to pursue the proceedings it has instigated or will instigate or to acknowledge proceedings directed at the Bank at the Applicant's expense if the Applicant does not pay advances on costs sought by the Bank for court and legal proceedings.

7. Refusal of a Bank Guarantee and release of the Bank

The Bank may refuse, without stating any reasons, to issue a Bank Guarantee or to accept an application for an extension of the Bank Guarantee. If the credit facility with regard to the issued Bank Guarantee is terminated, or in the event that a Bank Guarantee is issued for an unlimited period or for a period of more than one year, the Bank shall also be entitled (except as otherwise expressly agreed between it and the Applicant) to request that the Applicant release the Bank from its current contingent liabilities within 30 calendar days (e.g. through discharge). If a full release of the Bank cannot or can only be partially effected within the above period of notice, or if a full release proves impossible from the outset, the Applicant shall be required to pay the total countervalue of the outstanding contingent liabilities in the relevant currency and amount into the accounts designated by the Bank, at the Bank's first request, or to provide other collateral acceptable to the Bank. Upon payment into these accounts or transfer of other collateral, the corresponding account credit shall be deemed to have been pledged to the Bank by the Applicant as collateral against any recourse based on the existing contingent liabilities.

8. Assignment/transfer of risk

The Bank shall be entitled to transfer or assign all or part of its rights under the Bank Guarantee, including all collateral and ancillary rights, to a third party in Switzerland or abroad, in particular for the purposes of securitisation, sub-participation or obtaining insurance cover, and to provide the third party with all data and information associated with the Bank Guarantee.

9. Bank Guarantees for the account of third parties

Where the Applicant, in his dealings with the Bank, requests the issuing of a Bank Guarantee with his own counter guarantee, but for the account of a third party (that is, of the principal debtor in the underlying relationship), the Bank may presume that the Applicant is in possession, in his relationship with the third party in question, of instructions to this effect given in the course of banking business.

10. Applicable law, place of performance, jurisdiction and debt enforcement

This application for a Bank Guarantee together with all proceedings resulting from it shall be governed by Swiss law. The place of performance, the place of debt enforcement for clients residing/domiciled abroad, and the exclusive place of jurisdiction for all types of proceedings – subject to mandatory provisions of law on the place of jurisdiction – shall be Zurich 1 or the defendant's domicile, in the absence of mandatory legal provisions.