



**11 Special Instructions**

Grid of 30 empty boxes for special instructions.

**12 Bank Charges**

AIB Bank Charges:  Applicant  Beneficiary
FX Bank Charges:  Applicant  Beneficiary
(AIB Bank charges for the Applicant and FX Bank charges for the Beneficiary unless otherwise stated)

**13 Does this transaction require a Trade Licence**

No  Yes (if yes please attach a copy)

**14 We hereby authorise you to debit our account in respect of charges and in settlement of any claim under this Standby L/C**

NSC 9 3 [ ] [ ] [ ] [ ] Account Number [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Customer Indemnity to Bank**

To: Allied Irish Banks, p.l.c. ("AIB Bank"), 10 Molesworth Street, Dublin 2, Ireland

In consideration of AIB Bank ("you" or "your") agreeing at our request to issue this Irrevocable Standby L/C on the terms set out above.

We, the above named Applicant, hereby:

- (i) indemnify and agree to keep you fully indemnified from and against all claims, actions, proceedings made upon you or any liability incurred by you in relation to or arising out of or appearing to arise out of the Irrevocable Standby L/C or any increase or decrease in the amount or extension thereof whether for the same or a different amount and in respect of any other losses, damages or expenses suffered by you or account thereof; and
(ii) agree that if and as often as you shall be called upon to make payments in relation to or arising out of the Irrevocable Standby L/C you may and are hereby irrevocably authorised and instructed so to do and having done so you shall be at liberty with or without notice to us (and not withstanding that legal proceedings for recovery have been taken), and without further consent from us, to reimburse the amount of any such payments making due allowance (to cover currency losses) for any variations or adjustments arising upon your making such payment or payments in a foreign currency by debiting or charging to our account or account(s) with you at any of your branches where accounts are maintained by us from time to time (or, in the event that no such accounts being maintained by us, to an account at such of your branches as you may choose specifically opened for such purpose and which you are hereby authorised to open) and notwithstanding that such accounts may be in credit or be or become overdrawn by payment thereof; and
(iii) agree that by carrying out any actions set out in sub-paragraph (ii) above, you will be at liberty to refuse payment of any cheque, bill note or order drawn or accepted by us or upon which we may otherwise be liable, and which if paid would reduce the amount of money standing to our credit as aforesaid to less than the amount for the time being so due or owing to you from or by us as aforesaid, and
(iv) agree that you shall not be required to question or investigate the validity of any demand for payment made upon you in relation to or arising out of the Irrevocable Standby L/C furnished to substantiate any such demand and further that as between you and us a receipt for any payment made by you in discharge of any claim under the Irrevocable Standby L/C or for any payment in relation thereof shall be conclusive evidence of such payment and that it has been properly and validly made; and
(v) agree that the Irrevocable Standby L/C and any communication in connection therewith shall be given or sent in English by letter, or swift message in plain language or code at our risk and cost and we exonerate you and/or our correspondents from any liability for any loss or damage arising out of any delay, loss in transit, errors in translation, the coding or decoding thereof or omissions, variations, mutilations or other errors in the translation of such letters or swift messages; and
(vi) agree that in the event of a receiver and/or liquidator being appointed to us or in the event of your determining that a material adverse change has occurred in our business assets or future prospects, you shall be entitled to debit forthwith to any of our accounts aforesaid the maximum total amount of your actual and contingent liability under the Irrevocable Standby L/C (notwithstanding that no actual payment has been made by you) which said debit shall be treated in the same manner as set out above and you shall refund any excess promptly after the contingent liability has crystallised or ceased to exist.

We further agree that nothing in this Counter Indemnity shall impose upon a duty to give or procure the giving of any Irrevocable Standby L/C and that you shall be at liberty to accept the instructions contained in such request, in whatever manner to act upon them and upon whatever terms (in addition to those contained in this Counter Indemnity).

This Counter Indemnity shall be governed and construed in accordance with Irish Law and the courts of Ireland have exclusive jurisdiction over any claim or dispute arising out of or in connection with the Counter Indemnity.

**Data Protection**

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.

## Agreement and Acknowledgement

In consideration of your issuing at our request the Irrevocable Standby L/C on the terms set out above, we acknowledge and agree that the Irrevocable Standby L/C shall be governed by and subject to the Trade Terms in addition to the terms (which include an indemnity) set out in this Application. The Authorised Signatories confirm that they are duly authorised on behalf of the Applicant to complete this Application and the Customer Indemnity to Bank.

Signed for and on behalf of the Applicant:

(Authorised Signatory) <input type="text"/>	Telephone number <input type="text"/>
(Authorised Signatory) <input type="text"/>	Contact name <input type="text"/>
	Date    Day    Month    Year <input type="text"/> / <input type="text"/> / <input type="text"/>

## FOR INTERNAL USE ONLY

I confirm that the Applicant mentioned on this application form is CJA approved with a Folio Number	<input type="checkbox"/>
I confirm that I am satisfied that the goods/services mentioned above are consistent with the nature of the customer's business	<input type="checkbox"/>
The size/value of this transaction is consistent with the customer profile	<input type="checkbox"/>
<b>Copy of Sanction Letter attached</b>	
Sanctioned <input type="text"/>	BRANCH BRAND <input type="text"/>
(Authorised Signatory)	
Signing Number <input type="text"/>	