

SAMPLE OF BANKERS GUARANTEE

letterhead of Bank]
[insert date]

APPENDIX D
TCAT-2020-11

SATS Catering Pte Ltd
SATS Inflight Catering Centre 1
20 Airport Boulevard
Singapore 819659

Dear Sirs

OUR BANK GUARANTEE NO.[INSERT NUMBER] FOR SINGAPORE DOLLARS [INSERT AMOUNT IN WORDS] ONLY (S\$[INSERT AMOUNT IN NUMBERS]) ("Guarantee")

1. In consideration of yourselves, SATS Catering Pte Ltd of SATS Inflight Catering Centre 1, 20 Airport Boulevard Singapore 819659 ("SATSCAT") entering into an agreement for the [insert description of agreement] (the "Agreement") with [insert name of Contractor] of [insert address of Contractor] (the "Contractor") under which SATSCAT has agreed to allow the Contractor to furnish the security deposit payable under the Agreement by way of a banker's guarantee, we, [insert name of Bank] of [insert address of Bank] (the "Bank") hereby unconditionally and irrevocably guarantee and undertake to make payment to you of up to the maximum aggregate sum of Singapore Dollars [insert amount of the security deposit in words] Only (S\$[insert amount of the security deposit in numbers]) (the "Guaranteed Sum").

2. The Guaranteed Sum, or such part or parts thereof as may be specified by you in your written demand to the Bank made from time to time, shall be payable by the Bank in full immediately upon first written demand by you, without any set-off, counterclaim or deduction whatsoever.

3. The Bank shall rely upon any demand issued by you under this Guarantee as final and conclusive, and shall not impose any condition or qualification for/in making any payment to SATSCAT pursuant to such demand, nor shall the Bank make any reference to the Contractor prior to making such payment. The Bank shall make such payment demanded notwithstanding any request, notice or demand from the Contractor or any other person not to do so.

4. The Bank shall not at any time, in making any payment to SATSCAT, be concerned as to whether there is any breach by SATSCAT or the Contractor or any dispute between SATSCAT and the Contractor in respect of any terms and conditions of the Agreement. This Guarantee and the Bank's liability under this Guarantee shall not be determined, discharged or released or in any way affected, prejudiced or impaired, by:-

- (a) any indulgence, forbearance or concession given by SATSCAT to the Contractor (whether as to payment, time, performance or otherwise);
- (b) any arrangement made by SATSCAT or the Bank with the Contractor or any other person;
- (c) any variation of the terms and conditions of the Agreement or to the extent, nature or method of performance of the duties and/or obligations referred to in the Agreement;
- (d) any lack of capacity or authority on the Contractor's part in executing the Agreement;
- (e) any insolvency, winding up, liquidation, bankruptcy, receivership, judicial management or dissolution (as the case may be) of the Contractor;
- (f) the Agreement or the Contractor's engagement thereunder being terminated;
- (g) SATSCAT taking, holding, varying or realising any other security for the liabilities of the Contractor under the Agreement; or
- (h) any other act, omission or default which in the absence of this provision would or might have operated to discharge, reduce, exonerate or otherwise affect the liability of the Bank under the terms of this Guarantee,

in each case whether known to or agreed by the Bank or otherwise, and the Bank hereby waives any requirement for notice of, or consent to, any such matters.

5. The Bank's obligations under this Guarantee are that of a primary obligor and not merely as surety, and the Bank hereby waives all rights which it might otherwise as surety be entitled to claim and enforce.

6. This Guarantee shall be irrevocable and shall remain in full force and effect at all times throughout the period from the date of this Guarantee up to and including [insert date falling 2 months after the date of expiry of the term of the Agreement or the relevant date otherwise agreed in the Agreement] (both dates inclusive) (the "claim period"). Demand may be made under the Guarantee by SATSCAT at any time and from time to time during the claim period. Upon expiry of the claim period, all liability of the Bank under this Guarantee shall cease, notwithstanding that this Guarantee is not returned to the Bank for cancellation.

7. This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and the Bank hereby submits to the non-exclusive jurisdiction of the Singapore courts, provided nevertheless that nothing in this Guarantee shall preclude SATSCAT from bringing proceedings against the Bank in any other jurisdiction, nor will the bringing of proceedings by SATSCAT in any one or more jurisdictions preclude its bringing proceedings in any other jurisdiction, and the Bank hereby waives its right to object to SATSCAT bringing proceedings against the Bank in any one or more jurisdictions.

[insert name of signatory]
[insert title of signatory]
for and on behalf of
[insert name of Bank]