

1. Date: D D M M Y Y Y

To: (The Customer)

(Enter Customer Details)

## **Silent Confirmation Agreement**

From: HSBC Continental Europe, Czech Republic ("HSBC")

2.1 Bill/Documentary Credit No.	3. Export Account No (if known)
2.2 Bill Due Date / Documentary Credit Expiry Date	
D D M M Y Y Y Y	
4. Issuing Bank (name and address)	5.1 Currency of Documentary Credit
	5.2 Amount of Documentary Credit
6.1 Fees and Charges	6.3 Account No. for Fees
6.2 Interest	
7. Additional Comments	

At your request, HSBC hereby agrees to provide its confirmation to the above referenced Documentary Credit, notwithstanding that HSBC has not been requested or authorised by the issuing bank to add its confirmation to such Documentary Credit, subject to the following terms and conditions of this letter (the "Agreement"):

- 1. HSBC's Standard Trade Terms, as amended from time to time, (the "**Standard Trade Terms**") are incorporated into this Agreement and form part of it as though they were set out in full in this Agreement. The Standard Trade Terms can be accessed, read and printed at www.gbm.hsbc.com/gtrfstt or alternatively the Customer can request a copy from its Relationship Manager.
- 2. The Customer shall deliver to HSBC a true, correct and complete original of the Documentary Credit including any amendments thereto at its counters located at HSBC Continental Europe, Czech Republic, or at such other office designated by HSBC. The Customer shall not, without HSBC's prior written consent, amend or otherwise change the Documentary Credit and the Customer shall not assign, transfer or otherwise dispose of the Customer's rights under any such Documentary Credit to any person other than HSBC.

- 3. If HSBC has agreed to add its confirmation to the Documentary Credit and payment in full or part is not received by HSBC (or cannot be accepted by HSBC) from the relevant issuing bank, the Customer is required to reimburse HSBC for amounts not received if the non-payment was due to a Recourse Event and the Customer shall reimburse and indemnify HSBC for any Loss or damage suffered by HSBC as a result of the non-payment.
- 4. HSBC may deduct the fee and any other charges related to the confirmation from the Customer account specified herein, or any other account which the Customer holds at HSBC.
- 5. By signing this Agreement, the Customer:
  - a. irrevocably requests HSBC to provide the above Trade Service in accordance with the terms herein

herein.	
b. confirms this it has read and understood the Standard Trade Terms and agrees that this Agreement incorporates the Standard Trade Terms and that the Standard Trade Terms apply to the above requested Trade Service.	
Issued on behalf of HSBC Continental Europe, Czech Rep	public
Name:	
Position:	
Agreed and accepted on behalf of by its Authorised Signatories	(Name of Custome
Name:	

Position:

Account No. for Fees