

**SPECIMEN OF BANK GUARANTEE FOR ISSUANCE OF A LICENCE
TO DISTRIBUTE FILMS**

To: Licensing Officer and his successors in office

Board of Film Censors
3 Fusionopolis Way
#14-22 Symbiosis
Singapore 138633

Whereas _____(name of Company) of _____(registered address) (hereinafter called "the Applicant") is required to pay a sum of Singapore Dollars _____ (S\$_____) as a security deposit pursuant to section 8 of the Films Act (Cap. 107) for a licence to be issued by the Licensing Officer under section 7 of the Films Act to distribute films (hereinafter called "the Licence").

Now in consideration of the Licensing Officer not insisting on the Applicant paying the sum of Singapore Dollars _____ (S\$_____) as a security deposit for the Licence, **we (at the request of the Applicant) hereby agree** as follows:

1 In the event of the revocation or suspension of the Licence, we shall pay the Licensing Officer up to the sum of Singapore Dollars _____ (S\$_____) ("the Guaranteed Sum") upon receiving your notice in writing of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Applicant with or without our consent or by any alteration in the obligations undertaken by the Applicant or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [*insert effective date* _____] until [*insert expiry date*:_____].

4 This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office*:_____] within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any notice in writing thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Licensing Officer may make more than one claim on this guarantee so long as the claims are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)