

## Application for an irrevocable letter of guarantee

**The Manager**  
Desjardins Caisse

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date of application**

**Transit - Caisse**

\_\_\_\_\_

**We request Caisse centrale Desjardins to establish an irrevocable letter of guarantee as follows:**

**Advise by:**

SWIFT:

Mail:  to the beneficiary  to the sender  to the DBC

Special instructions (Please attach additional instructions to your application, if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The undersigned hereby requests that the Caisse centrale Desjardins establish an irrevocable letter of guarantee.**

**Applicant** (name and address):

Account no.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Beneficiary** (name and address) **and/or**

(name and address of a bank if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Amount** (indicate the amount in words & figures and the currency):

\_\_\_\_\_

\_\_\_\_\_

**Expiry date:** \_\_\_\_\_

**Automatic renewal:**  Yes  No

**Notice of renewal required** \_\_\_\_\_

(e.g. 30, 60, 90 days or other) before the expiry date.

**Rate for commission:**

\_\_\_\_\_

**Place of payment:**

\_\_\_\_\_

**Partial drawings:**

permitted  not permitted

**Correspondent's charges** (if applicable):

To be paid by:  Beneficiary  Applicant

**This irrevocable letter of guarantee will be payable to the beneficiary upon presentation of the following documents:**

Draft at sight, drawn on  Caisse centrale Desjardins or  the correspondent of Caisse centrale Desjardins and bearing the clause "drawn under irrevocable Letter of Guarantee no. \_\_\_\_\_ dated \_\_\_\_\_".

Beneficiary's signed certificate stating that

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company's name

\_\_\_\_\_  
Applicant's signature

## Agreement relating to an irrevocable letter of guarantee

In consideration of the issue, by the Caisse centrale Desjardins at the request of the Desjardins Caisse and by requisition by the person(s) having signed the face of these documents (hereinafter collectively called "Applicant", their liability being joint), of an irrevocable Letter of Guarantee (hereinafter called "Letter of Guarantee"), whose conditions are accepted by the Applicant, subject to changes that the Desjardins Caisse (hereinafter called "Caisse") may make to the Letter of Guarantee between the dates on which this request is signed and the issue date of the Letter of Guarantee, the Applicant undertakes with respect to the Caisse and the Caisse centrale, as applicable, to:

1. Recognize that any payment made by the Caisse centrale, upon presentation of the documents indicated previously, shall bind the Applicant toward the Caisse centrale and shall be deemed by the latter to be conclusive evidence that the Caisse centrale was required to execute and comply with said demand for payment and that the Caisse was required to reimburse said payment to the Caisse centrale.
2. Hereby irrevocably authorize the Caisse to debit from his or her account(s) the sums that the latter must pay hereunder, the interest charges and expenses paid and incurred. The rate applicable following payment of the Letter of Guarantee shall be the overdraft rate of the Applicant's account.
3. The Applicant shall from time to time, whenever requested by the Caisse, give to it security satisfactory to it in nature and amount for the obligations and liabilities and the Caisse may hold all property of any kind and nature belonging to the Applicant or any of them at any time in possession of the Caisse or under its control as security for the fulfillment in payment of the obligations and liabilities to the Applicant.
4. Recognize that the Letter of Guarantee is subject to all laws, regulations and customs which may be in force in any place of negotiation or payment.
5. Agree that, should the Applicant fail to meet the deadline for any of his or her commitments or obligations, or should the Applicant cease payment, become insolvent, be declared bankrupt, make assignment to creditors, be subject to the provisions of an act respecting bankruptcy, insolvency or liquidation, whether or not there are any legal proceedings under such laws, or if legal proceedings are instituted against the Applicant in order to appoint an administrator or liquidator, or if any of the Applicant's property is seized, then all commitments and obligations shall, at the Caisse's discretion, become due and payable immediately without further notice.
6. Recognize that this commitment is deemed to be an integral part of the Letter of Guarantee.
7. Recognize that this commitment shall continue in force in spite of any changes, whatever their cause or nature, that they are binding upon the Applicant, his or her heirs, executors, administrators, successors and assigns, and inure to the benefit of the Caisse, its successors and assigns.
8. Agree to pay to the Caisse, the Fees and Commissions provided in the Desjardins International Products and Services List which he acknowledges having read and received a copy. He hereby authorizes the Caisse to retain from any Credit issuance and/or any transfer in his favour, an amount equal to the Fees and Commissions mentioned above.
9. In the event of any extension of the maturity or time for presentation of any draft or any renewal, extension or increase on the amount of the Letter of Guarantee or any other modification of its terms, this Agreement shall continue in force and apply this Letter of Guarantee so renewed, extended, increased or otherwise modified, to any draft, document or property covered thereby and to any action taken by the Caisse or its correspondents in accordance with such renewal, extension, increase or other modification.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Desjardins Caisse

\_\_\_\_\_  
Company's name

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Applicant's signature

**1- Please send a copy of this Letter of Guarantee to:**

- Caisse, transit \_\_\_\_\_
- DBC, transit \_\_\_\_\_

**2. Please debit the following account:**

- CAD
- USD or \_\_\_\_\_

In accordance with the application hereunder, we request Caisse centrale Desjardins (CCD) to issue this Letter of Guarantee and we undertake to irrevocably reimburse any payments effected under therein. Also, we shall indemnify CCD for any damages, losses and/or expenses arising from therein. We authorize CCD to debit our account without prior notice, for any amount related to this application. Furthermore, as the account holder of the requesting member, we confirm having verified the identity of the latter and hold all documents relating to his identity. **Details and/or copies of supporting documents will be provided within 24 hours of request.**

**Authorized signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_