**Guarantee Template (Trade Marks Act and Copyright Act)**

Date:

To: The Government of the Republic of Singapore (the “**Government**”)

c/o Director-General

Singapore Customs

55 Newton Road

#07-01 Revenue House

Singapore 307987

**GUARANTEE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FURNISHED FOR THE PURPOSES OF THE TRADE MARKS ACT AND COPYRIGHT ACT**

**Whereas** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name & Address of Company/Firm/Persons) (UEN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “**Principal**”) wishes to provide security for the purposes of Part 10 (Assistance by Border Authorities) of the Trade Marks Act and Part 6 Division 3 (Border Enforcement Measures against infringing goods) of the Copyright Act (the “**Relevant Provisions**”).

In consideration of your agreement

to accept an unconditional guarantee as security for the purposes of the Relevant Provisions,

**we (at the request of the Principal) hereby agree** as follows:

1. We shall unconditionally pay to the Government any sum or sums up to a maximum aggregate of Singapore Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_) (the “**Guaranteed Sum**”) upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Principal and without need to satisfy any other condition.
2. We shall not be discharged or released from this Guarantee by any arrangement between the Government and the Principal with or without our consent, or by any other or further arrangement between the Principal and us with or without the Government’s consent, or by any alteration in the obligations undertaken or to be undertaken by the Principal or by any forbearance on the Government’s part 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 the [*insert effective date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*] and shall remain in full force and effect until the 31st day of December [*insert year*] (“**Expiry Date**”).
4. The Government shall have the right to make a claim at any time and as many times as the Government may deem fit. Any claim under this Guarantee shall be made by way of a notice in writing addressed to us at **[***insert address of financial institutions’ notification office:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]** no later than 90 days after the Expiry Date.
5. We shall be obliged to effect the payment required under such a claim within [30]business days of our receipt of the written notice from the Government. 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 the Government’s written notice received by us as final and conclusive. For the purposes of this Guarantee, “**business day**” means a day other than a Saturday, Sunday, or public holiday in Singapore.
6. The Government may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.
7. This Guarantee shall be governed by the laws of the Republic of Singapore. We irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute arising out of or relating to this Guarantee, and irrevocably submit to the jurisdiction of such courts.

**In witness whereof this Deed** has been entered into on the date stated at the beginning.

Executed and delivered as a deed[[1]](#footnote-1) by

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Director

**[*name of financial institution*]**

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Name:

Designation:

1. To be executed in a manner binding on the financial institution as a deed under the laws of its place of incorporation. Financial institution may amend the signature block as necessary for such execution. [↑](#footnote-ref-1)