## **SCHEDULE**

		Date:
Please fill in the following details, if app	olicable.	
Bill/Invoice/Document(s) No.	:	
Amount	:	
L/C Issuing Bank or Collecting Bank	:	
Documentary Credit No. and Date	:	
Discrepancy(ies) Noted, if any	:	

For and on behalf of

Guarantor Bank

## (Authorized Signature)

Name of Signatory

For Bank use only							
Opening Bank is			our correspondent bank not our correspondent bank				
Bank Ref:							
Management	Market	ing Dept	Export	Section	Signature Verified		

EXPT- 042 (07/2019)

## To : MUFG Bank, Ltd. f#bWcfdcfUfYX"]b'>UdUb'k ]N "]a ]HYX"]UV]"]Imt

Date:

## LETTER OF INDEMNITY

Bill/Invoice/Document(s) No.:Amount:L/C Issuing Bank or Collecting Bank:Documentary Credit No. and Date:

- In consideration of your agreeing to negotiate or pay, at your sole discretion and subject to the terms and conditions in facility agreement(s) separately entered into between you and the undersigned, against the document(s) from time to time presented to you or those documents particularized in the Schedule herein, at the undersigned's request despite all such discrepancies noted in the Schedule (if any) and any other discrepancies (which are not noted in the Schedule) which exist or are discovered whether prior to, at the time of, or at any time after, signing of this Letter of Indemnity ("the Discrepancy(ies)");
  - (a) The undersigned hereby fully indemnifies you and agrees to hold you fully harmless against all liabilities, damages, losses, costs and expenses whatsoever that may be incurred or payable by you by reason of your having negotiated or paid against the aforesaid document(s) notwithstanding the Discrepancy(ies).
  - (b) The undersigned agrees to refund to you on demand the amount paid against the aforesaid document(s) in the event that it/they are not accepted by reason of the Discrepancy(ies) together with all expenses incurred and interest (both before and after judgement) at the rate from time to time determined by you from the date of negotiation or payment by you to the date of refund of the amount paid against those document(s).
  - (C) The undersigned authorises you, your agent(s) and correspondent(s) to give such indemnity against loss arising from non-payment against or non-acceptance of the aforesaid document(s) by reason of the Discrepancy(ies) as may be necessary in order to obtain acceptance of or payment against those document(s).
  - (d) The undersigned hereby fully indemnifies you and agrees to hold you fully harmless against all liabilities, damages, losses, costs and expenses whatsoever that may be incurred or payable by you by reason of your having given or having authorised your agent(s) or correspondent(s) to give any such indemnity.
  - (e) You shall not be required prior to exercising your rights hereunder to verify the existence of the Discrepancy(ies).
  - (f) If this Letter of Indemnity is signed by more than one undersigned party their liability shall be joint and several.
  - (g) The undersigned has requested the Guarantor Bank to add its guarantee to provide security for performance of the undersigned's obligations hereunder.
  - (h) The Guarantor Bank hereby guarantees performance by the undersigned of its/their obligations hereunder provided that no claim may be made against the Guarantor Bank after the expiry of two months from the date of this Letter of Indemnity and thereafter the guarantee given by the Guarantor Bank in this Letter of Indemnity shall be of no further effect whether or not this Letter of Indemnity is returned to the Guarantor Bank.
- <sup>2</sup> The undersigned shall repay any payment received from you pursuant to any trade finance facilities plus costs and interests if you cannot obtain payment from any other parties as contemplated in any particular transaction or if you perceive the possibility (which is conclusive and binding on the undersigned) of the same for whatsoever reason.
- 3 This Letter of Indemnity is governed by the laws of Hong Kong and the parties herein agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

For and on behalf of

EXPT- 042 (07/2019)

(Authorized Signature)