

To: **MUFG Bank, Ltd.**  
(Incorporated in Japan with limited liability)

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

## LETTER OF INDEMNITY

1. In consideration of your agreeing, at the undersigned's request, to negotiate, purchase, pay against, and/or collect, at your sole discretion and subject to the terms and conditions in facility agreement(s) separately entered into between you and the undersigned, from time to time the bill(s) of exchange and/or any other document(s), including those particularised in the Schedule herein, if any, with or without letter of credit, in the circumstances in which the issuing and/or collecting bank(s) which is/are not your correspondent(s), or in which without presentation of full set of transport documents and/or transport documents consigned to buyers including without limitation bills of lading, air waybills and parcel postal receipt, or in any other circumstances, the undersigned hereby undertake to reimburse and repay to you forthwith on demand the principal or proceeds of the said negotiation or purchase, interest, penalty, damages, claims, losses, costs and expenses of whatsoever nature that may be incurred or sustained by you (regardless of whether the said bill(s) of exchange and documents have been returned to you) for whatsoever reason, including but without limitation, any default, malpractices or omission whatsoever of the non-correspondent banks or as a result of your contemplation (which is conclusive and binding on the undersigned) that there may be a possibility for such default, malpractice or omission to occur, and the undersigned further undertake, as the case may be, to notify you forthwith to whom all or part of the transport document(s) has/have been sent and to refund to you immediately upon your demand the full value of the said bill(s) together with the interest therefrom accrued (to be calculated at the rate determined by you at your sole discretion).
2. In consideration of your agreeing, at the undersigned's request, to negotiate, purchase, pay against, and/or collect at your sole discretion and subject to the terms and conditions in facility agreement(s) separately entered into between you and the undersigned, from time to time documentary export bill(s) of exchange or cheque(s), clean bill(s) or other documents payable abroad, including those particularised in the Schedule herein, if any, with or without letter of credit, the undersigned hereby indemnify and hold you harmless from and against any and all claims, losses and damages you may sustain or incur if the aforesaid bill(s) or cheques(s) is dishonoured or should you perceive the possibility (which is conclusive and binding on the undersigned) of its being dishonoured or for whatsoever reason in any other circumstances including but without limitation such events as calamities, changes in governmental regulations, or adverse economical changes in the country where the aforesaid bill(s) or cheques(s) was sent or, if there is letter of credit, where the issuing bank is located, or the country where the bill(s) or cheque(s) has been drawn, or bankruptcy of the issuing bank of letters of credit or any payer of the bill(s) or cheque(s).
3. 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.
4. 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.

SCHEDULE

*Please fill in the following details, if applicable.*

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

For and on behalf of

\_\_\_\_\_  
Name of Signatory:

<b>For Bank use only</b>					
Bank Ref.					
Management	Marketing Dept		Export Section		Signature Verified