

INDEMNITY FOR BILLS FACILITY

To: UNITED OVERSEAS BANK (MALAYSIA) BHD
[Company No. 199301017069 (271809 K)]
Branch

In consideration of your accepting our bill(s) of exchange and related documents from time to time as security and

- ¹(a) negotiating the same from us;
- (b) purchasing the same from us;
- (c) advancing to us thereon;

we hereby irrevocably and unconditionally:

1. represent, warrant, guarantee and assume full responsibility for the genuineness, regularity and validity of the bill(s) of lading and other documents attached to the bill(s) of exchange drawn by us and the drawee(s) and also the character, quantity, quality and condition of the merchandise mentioned in the bill(s) of lading and/or such other documents;
2. agree and undertake to be responsible for and to bear all consequences: -
 - (a) for the loss or late or non-arrival of part or all of the bill(s) and/or documents; or
 - (b) for any loss or damage which may happen to any or all of the merchandise whether during its transit by sea, air or land or after its arrival or by reason of the non-insurance or insufficient insurance thereof; or
 - (c) for the stoppage, or detention of the merchandise by the shipper or any other party;

engaging ourselves duly to reimburse you with any sum that may be due to you with respect to the acceptance, discounting and purchase of the bill(s);

3. agree that the title to property in the bill(s) and the documents in relation to the bill(s) and the merchandise represented by the bill(s) and the whole of the proceeds in relation to the bill(s) shall be and remain with you until full payment of the bill(s) and of all sums that may be due on the bill(s) and the payment of any and all other indebtedness and liability, now existing or from time to time created or incurred by us to you whether due or not due. The documents and the merchandise represented by the bill(s) and all our other property, including securities and deposit balances which may now or hereafter be in your and/or your branches' possession or otherwise subject to your control shall be deemed to be collateral security for the payment of the said bill(s). We hereby authorise you to dispose of the aforementioned property by public or private sale with notice to us whenever the bill(s) from any cause or for any reason whatsoever be dishonoured by non-acceptance or non-payment on the due date or upon occurrence of any of event of defaults as stipulated in any other documents pertaining to the facility granted relating to the bill(s) , and after deducting all your expenses to reimburse yourselves out of the proceeds;
4. agree that the bills and accompanying documents, after receipt by you from us on the terms and conditions stated above will be on our responsibility, received and held by you, and forwarded by you for realization by your collecting agents at destination of the shipment and the bill(s). We hold ourselves fully responsible to you and to your collecting agents for the due compliance with each requirement, regulation, order or restriction, of any governmental or regulatory authority or department or of any competent naval or military authority made, given or imposed in connection with the shipment of the merchandise or with the bill(s) of exchange or its negotiation and collection. All charges, costs and expenses related to all matters in relation to this clause are chargeable to and payable by us, if not paid or not fully paid by the drawee;

¹ delete as appropriate

5. consent to your Bank disclosing to any of your related company/companies any information pertaining to the facility granted to us.
6. agree that if the bill is negotiated and/or purchased and credit is given by you including cases where you have claimed reimbursement from the reimbursing bank, it is subject to the condition that in the event the issuing bank dishonours the bill, we shall immediately on demand repay to you all such moneys advanced / paid by you together with interest thereon at such rate as may be determined by you and all costs and expenses incurred by you in relation thereto. You may with notice to us to debit all such moneys to any of our accounts with you.
7. agree and undertake to indemnify and keep you and your agent fully and completely indemnified at all times and save harmless from and against any and all consequences, liabilities, claims, demands, actions, proceedings, damages, losses, costs and expenses whatsoever including legal costs on a full indemnity basis that may be incurred, sustained or paid by you and/or your agent by reason of, in connection with or howsoever arising from your having negotiated and/or purchased any bills and/or made any advance on any such bills and/or in enforcing or attempting to enforce your rights in this Indemnity, to the extent permitted by law and unless it is due to your gross negligence or wilful misconduct.

This is in addition to and shall not merge with or affect any other rights, remedies, guarantees, indemnities, securities or other obligations which you may now or subsequently hold whether from us or from any other person. You may at any time give time for payment or grant any other indulgence or waiver and/or give up, release, deal with, vary, exchange, enforce, realise or abstain from perfecting or enforcing any other indemnities, guarantees, securities or other obligations held by you at any time and/or discharge any person, and/or compound with, accept compositions from and/or make any other arrangements with any person without affecting our liability under this Indemnity.

The liabilities and/or obligations created by this Indemnity shall continue to be valid and binding for all purposes notwithstanding any transfer or assignment of your business or operations or assets or liabilities or any change by amalgamation, consolidation, reconstruction or otherwise which may be made in your constitution or of any company by which your business may for the time being be carried on and shall be available to the company carrying on that business for the time being.

The liabilities and/or obligations created by this Indemnity shall continue to be valid and binding on us for all purposes notwithstanding any change whether by reason of incorporation, amalgamation, liquidation, reconstruction or otherwise howsoever in our name, style, constitution, composition or otherwise.

All monies payable by us under this Indemnity shall be paid to you in full free of any present or future taxes, levies, imposts, duties, charges, fees, or withholdings and without any set-off or counterclaim or any restriction, condition or deduction whatsoever. If we are compelled by law to make any deduction or withholding, we will promptly pay to you such additional amount as will result in the net amount received by you being equal to the full amount which would have been receivable by you had there been no deduction or withholding.

Should this Indemnity be signed by or for and on behalf of two or more of us (except in the case of corporations), all liabilities shall be joint and several. In the case of partnership, this Indemnity shall bind all partners jointly and severally notwithstanding any change in the name of the firm or the retirement or death of any partner or the introduction of any further partner. Any demand for payment made by you to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made to all such persons. You may release or discharge any one or more of such persons from liability under this Indemnity or compound with, accept compositions from or make any other arrangements with any one or more of such persons without releasing or affecting your rights and remedies against any such other persons.

If this Indemnity is to be signed by more than one person (such persons hereinafter to be referred to as "the Original Signatories") and any one or more of the Original Signatories fails to sign the same or having signed is not bound by this Indemnity (whether by reason of lack of capacity or improper execution of this Indemnity or for any other reason whatsoever), the remaining Original Signatories shall continue to be bound by this Indemnity as if such other Original Signatories had never been party to this Indemnity.

No failure to exercise and no delay in exercising on your part of any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of the right or any other right. The rights and remedies provided in this Indemnity are cumulative and are not exclusive of any rights or remedies provided by law.

This Indemnity shall be governed by and interpreted in accordance with the laws of Malaysia and we irrevocably submit to the non-exclusive jurisdiction of the Courts in Malaysia and we irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.

Any provision of this Indemnity which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions in this Indemnity and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.

Time shall be of the essence of this Indemnity.

This Indemnity and our obligations in this Indemnity shall be binding on us and our successors in title and shall enure to the benefit of you, your successors in title and assigns.

Any notice or demand may be sent to us by hand or by post to my address specified below or at such other address as may from time to time be notified by us to you for the purpose or at /our last known address. Any notice or demand shall, if delivered by hand be deemed to be given at the time it is left at any such address and if sent by post shall be deemed to have been given two (2) days after posting.

You may at any time assign all or any part of your rights, interests and obligations in this Indemnity and/or transfer the benefit of this Indemnity to any person or corporation. We may not assign or transfer all or part of our rights and obligations under this Indemnity without your prior written consent.

In this Indemnity, words importing the singular include the plural and vice versa and references, words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa; and other grammatical forms of a word or expression defined in this Indemnity have a corresponding meaning.

Name of Applicant:

Yours faithfully,

Address:

Witness:

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(Authorised signatory's signature(s)/Seal of Company)

Name of Authorised Signatory(ies)