

To: **China Construction Bank (Asia) Corporation Limited**



LETTER OF INDEMNITY

(for export documents with discrepancies)

Bills Department

Date : _____

In consideration of your agreeing, at our request, to provide or consider providing financing (by way of negotiation, prepayment, purchase and/or advance) against the documents (the "**Documents**") presented under our enclosed bill no. _____ for _____ drawn under letter of credit no. _____ (the "**L/C**") notwithstanding any discrepancies (the "**Discrepancies**") in those documents, we undertake and agree with you as follows:

- (a) we authorize you, your branches and correspondents to give the issuing bank, the nominated bank and/or the confirming bank of the L/C such indemnity (in form and substance as the issuing bank, the nominated bank and/or the confirming bank may require) against any loss or consequence arising from the non-compliance with the terms of the L/C (including the Discrepancies) in order to obtain the issuing bank's, confirming bank's and/or drawee's acceptance and/or payment of the L/C;
- (b) we shall indemnify you and your delegate(s) on demand or provide you with any cash or collateral in such form and value as you may require (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which you or your delegate(s) may suffer or incur under or in connection with this Letter or your negotiation of the Documents presented under the L/C, prepayment of a deferred payment undertaking incurred by you or purchase of a draft accepted by you (except caused by the Bank's gross negligence or wilful misconduct);
- (c) we further irrevocably and unconditionally undertake to refund to you on demand, any monies received by us and pay you all charges, expenses and interest at such rate from time to time as determined by you in the event of the non-acceptance or non-payment in respect of the Documents by the issuing bank, nominated bank and/or confirming bank due to whatever reasons including (without limitation) any disagreement between you and any of them in respect of the conformity of the Documents;
- (d) if we consist of two or more persons, the obligations and liabilities of each of us under this Letter are joint and several. Words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
- (e) this Letter is also subject to the General Agreement by Customer(s) and other agreement(s), if any, previously signed and delivered to you by us. In case of conflict, the terms of this Letter shall prevail; and
- (f) this Letter is governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

S.V.

Authorized Signature(s) and Company Stamp