

## IRREVOCABLE LETTER OF INDEMNITY

TO: **NANYANG COMMERCIAL BANK, LIMITED (the "Bank")**

Date (YYYY/MM/DD): \_\_\_\_\_ 填表日期

Your Ref. No.:	
Customer (full name and address)  <span style="border: 1px solid black; padding: 2px; display: block; text-align: center;">申請人名稱及地址</span>	
Contact Person:	
Tel. No.:	Fax No.: <span style="border: 1px solid black; padding: 2px; display: inline-block;">聯絡方法</span>
Documentary Credit No. and Date:  <span style="border: 1px solid black; padding: 2px; display: block; text-align: center;">出口信用證號碼及開證日期</span>	Issuing Bank:  <span style="border: 1px solid black; padding: 2px; display: block; text-align: center;">開證銀行名稱</span>
Currency and Amount: <span style="border: 1px solid black; padding: 2px; display: inline-block;">出口單據貨幣及金額</span>	
Discrepancy(ies):  <span style="border: 1px solid black; padding: 2px; display: block; text-align: center;">出口信用證項下單據的不符點</span>	

In consideration of the financing provided by you (by way of negotiation, purchase, prepayment and/or advance) at our request against documents presented under the documentary credit (the "Credit") detailed above notwithstanding any non-compliance with the terms of the Credit, including but not limited to the discrepancy(ies) indicated above and/or any discrepancy(ies) subsequently identified and/or inserted into the table above by you (collectively, the "Discrepancies"), we, the Customer named above, irrevocably undertake and agree with you as follows:

1. We hereby authorise you to insert any discrepancy(ies) identified by you at any time in the table above. We acknowledge and agree that the information and Discrepancies duly completed by us and/or by any of your staff in the table above shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates and without prejudice to your right of recourse against us. Any list of discrepancy(ies) attached shall form an integral part of this Letter.
2. We authorise you, your branches and correspondents to give the issuing, nominated and/or confirming bank of the Credit such indemnity (in the form and substance as the issuing, nominated and/or confirming bank may require) against all losses and consequences arising from the non-compliance with the terms of the Credit (including the Discrepancies, whether or not the Discrepancies are indicated above) in order to obtain the issuing bank's, the confirming bank's and/or the drawee's acceptance and/or payment and/or reimbursement under the Credit.
3. We shall indemnify you and your delegate(s) on demand (on a full indemnity basis) and provide you with any cash or collateral in such form and value as you may require against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you or your delegate(s) may suffer or incur under or in connection with this Letter and/or provision of any financing against the documents presented under the Credit (the "Documents").
4. 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 as determined by you from time to time) in the event of the non-acceptance, non-payment or non-reimbursement in respect of the Documents by the issuing, nominated 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.
5. If this Letter is executed by more than one party, the obligations and liabilities of each of us are primary as well as joint and several. Words importing the singular include the plural and vice versa and the neutral gender includes the other genders.
6. This Letter is also subject to any agreement(s) previously signed and delivered to you by us, if any. In case of conflict, terms and conditions of this Letter shall prevail to the extent of conflict.
7. The Applicant certifies that no shipment, person or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any laws, executive orders, regulations or directives of the Government and/or authorities of the United States of America, the United Nations, any international organisation or any other relevant jurisdiction ("Sanctions") or any anti-money laundering laws, regulations, requirements or measures. Should documents be presented involving any person, country/region, entity, vessel or individual listed in or otherwise subject to any Sanction or any anti-money laundering laws, regulations, requirements or measures, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.
8. **Third Party Rights**
  - (a) Subject to Clause 8(c), a person who is not a party to this Application has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Application.
  - (b) Notwithstanding any term of this Application, the consent of any person who is not a party to this Application is not required to rescind or vary this Application at any time.
  - (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of this Application (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
9. This Letter is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
10. The Chinese version of this Letter is for reference purpose only. If there is any conflict between the English and Chinese versions of this Letter, the English version shall prevail for all purposes.

For and on behalf of the Customer

FOR BANK USE ONLY	
V. SIG.	Total number of attachment(s) :  _____ page(s)

授權人有效簽署

Authorised Signatory(ies) of the Customer  
(Bills A/C no.: \_\_\_\_\_) 押匯戶口賬號

附件頁數

Attachment(s): \_\_\_\_\_ page(s)