

LETTER OF INDEMNITY



TO : UNITED OVERSEAS BANK LIMITED
Hong Kong Branch

Date:

Our bill(s) no(s) _____ for _____

Issuing Bank _____

Documentary Credit _____ ("DC") dated _____

In consideration of your financing (by way of negotiation, prepayment, purchase and/or advance) at our request against documents presented under the DC notwithstanding any discrepancies detailed below:

(the "**Discrepancies**")

We undertake and agree with you as follows:

1. We hereby authorize you to stipulate any discrepancy(ies) identified by you at any time in the space above. We acknowledge and agree that the information and the Discrepancies duly completed by us and/or by any of your staff 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 authorize you, your branches and correspondents to give the issuing, nominated and/or confirming bank of the DC 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 DC (including the Discrepancies) in order to obtain the issuing bank and/or drawee's acceptance and/or payment under the DC.
3. We shall indemnify you and your delegate(s) on demand (on a full indemnity basis) or provide you with any cash or collateral in such form and value as the Bank may require against all liabilities, losses, damages, demands, 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 or your negotiation of the documents presented under the DC (the "**Documents**"), prepayment of a deferred payment undertaking incurred by you or purchase of a draft accepted by you.
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 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, 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 the Trade Finance Security Assignment (if applicable), Standard Terms for Banking Facilities as are in effect from time to time and other agreement(s) previously signed and delivered to you by us, if any. In case of conflict, terms of this Letter shall prevail to the extent of conflict.
7. This Letter is governed by and shall be construed in accordance with the laws of Hong Kong SAR and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

S.V.

Authorized Signature(s) and Company Chop