

## Irrevocable Letter of Indemnity

To: **OCBC Bank (Hong Kong) Limited**  
**Hong Kong**

Date:

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 following documentary credit (the "**DC**") notwithstanding any non-compliance with the terms of the DC (including but not limited to the discrepancy(ies) indicated below and/or subsequently identified and/or inserted into the table below by you (the "**Discrepancies**")), we irrevocably undertake and agree with you as follows:-

DC No. & Date:	Issuing Bank:
DC Amount:	Nominated/Confirming Bank (if any)
Bill Amount:	
Discrepancies:	

1. We hereby authorize 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 hereby authorize you, your branches and/or 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) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you or your delegate(s) may incur or suffer under or in connection with this Letter and/or provision of any financing against the documents presented under the DC (the "**Documents**").
4. 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.
5. We further irrevocably undertake to refund to you on demand any monies received by us together with all charges, expenses and interest 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.
6. This Letter is in all respects subject to any other agreement previously signed and delivered to you by us. In case of conflict, terms of this application shall prevail to the extent of conflict.
7. Save as otherwise provided in Clause 3 hereof, the operation of the Contracts (Rights of Third Parties) Ordinance (Cap.623) is hereby excluded.
8. 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.

FOR BANK'S USE ONLY	
Signature Verified:	

Authorized Signature(s) and Company Chop