

LETTER OF INDEMNITY FOR NON-SURRENDER OF BILL OF LADING

SUMITOMO MITSUI BANKING CORPORATION

Labuan Branch (Licensed Labuan Bank No. 930016C) Level 12 (B & C), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 Labuan F.T., Malaysia. Swift: SMBCMYKA

1. Shipper (Name and Address)			
2. Consignee (Name and Address)			
3. Name and Address of Notify Party (if any)			
4. Name of Vessel and Voyage No.			
5. Port of Loading			
6. Port of Discharge			
7. Bill of Lading No.			
8. Place and Date of Issue Place: Date:			
9. Place of Receipt (applicable for Combined Transport Bill of Lading)			
10. Place of Delivery (applicable for Combined Transport Bill of Lading)			
11. Marks and Nos.: Container Nos.	12. Number and kind of Packages/Description of Goods	13. Gross Weight	14. Measurement

15 (ABOVE PARTICULARS AS CONTAINED IN THE ORIGINAL BILL OF LADING) To: The Owners/Disponent Owners of S.S./M.V./M.T. The above goods were shipped on the above vessel by Messrs. _____ [and consigned to us]* but the relevant bills of lading have not yet arrived. I/We hereby request you to deliver such goods to _____ [us]* without production of the bills of lading. In consideration of your complying with my/our request, I/We hereby agree to be bound by the terms and conditions printed on the reverse side of this documents and the terms and conditions of the Bank governing a bill of lading. This Letter of Indemnity is subject to the Terms found at http://www.smbc.co.jp/asia/malaysia/forms/LBN-trade-terms.pdf which I/we have read, understood and agree to. SEE TERMS AND CONDITIONS BELOW	
16. Bank Reference No.	20. Company Signatory(ies)
17. Name of Bank Signatory(ies)	21. Name of Signatory(ies)
18. Date	22. Date
19. Signature	23. Signature

Terms and Conditions

I/We shall fully indemnify and keep the Bank fully indemnified from and against all forms of liabilities including but not limited to all and any damages, losses, costs and/or expenses (including legal costs on solicitors and own client basis and tax payable) which the Bank may incur, sustain or suffer as a consequence of and/or in connection with my/our request.

I/We hereby undertake and agree to indemnify the Bank fully against all consequence and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said delivery and immediately on demand against all payments made by the Bank in respect of such consequences and/or liabilities, including costs as between solicitor and client and all or any sums demanded by the Bank for the defense of any proceedings brought against the Bank by reason of the delivery of the aforesaid goods.

I/We further undertake and agree upon demand to pay any freight and/or general average and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms).

I/We further undertake and agree that immediately once the bill(s) of lading is/are received by me/us, I/we will deliver the same to the Bank duly endorsed.

This Indemnity shall be binding upon my/our heirs, estate, personal representative(s), successor(s) in title and permitted assigns.

We declare that there is no contravention in applicable laws and regulations (including but not limited to Strategic Trade Act 2010, UN Sanctions, OFAC Sanctions, US CISADA, FATCA and AML/CFT regulations) imposed by the jurisdiction of my/our incorporation, any jurisdiction in which I/we carry on business, Japan and Malaysia.