

**BLANKET INDEMNITY FOR ENDORSEMENT OF ADVANCED ORIGINAL COPIES OF AIRWAY  
BILL/MARINE BILL OF LADING/TRANSPORT DOCUMENT**

**To: United Overseas Bank (Malaysia) Bhd**  
[Company No. 199301017069 (271809 K)]

Dear Sirs,

**RE: BORROWER:  
ACCOUNT NO.**

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In consideration of your agreeing to endorse on the advanced original copies of any airway bill, marine bill of lading, transport document and/or any other documents ("the Documents") received from my/our overseas or domestic supplier at my/our request, I/we irrevocably and unconditionally:

1. agree and undertake to accept the Documents upon presentation of the same to me/us notwithstanding any irregularities or discrepancies which may exist on the Documents;
2. authorise you to:
  - (a) debit any of my/our account held with you for all monies due from or payable by me/us to you under this Indemnity;
  - (b) with prior notice, set-off against the credit balances in any of my/our account held with you for all monies due from or payable by me/us to you under this Indemnity. Upon issuance of such notice, I/we agree that you have the right to earmark or to place a hold on the monies in such accounts prior to setting-off and we are not entitled to withdraw any of the monies in such accounts without your prior written consent. If there is any shortfall between the amount due and the amount so realised, we will immediately upon demand pay to you the amount of such difference and until your receipt of full payment, we will pay interest on such balance at such rate as determined by you from the date following the due date or the date demand is made until such time the said monies have been received from us in full, irrespective whether the banker-customer relationship between you and me have ceased or been terminated;
  - (b) earmark the credit facilities granted by you to me/us for amount due from or payable by me/us to you under this Indemnity;
  - (c) pay all drawings or bills of exchange drawn under the relevant Inward Bill under Letter of Credit / Collection notwithstanding any irregularities or discrepancies between the documents called for under the Letter of Credit / Collection and the Documents (including but not limited to any delay in the tender or presentation of any of the documents called for under the Letter of Credit / Collection or error in the amount of any draft or the terms of any Documents).;
3. to the fullest extent permitted by law and unless it is due to your gross negligence or wilful misconduct, agree and undertake that I/we shall at all times indemnify and keep you fully and completely indemnified and save harmless from and against any and all consequences, liabilities, damages, losses, claims, demands, actions, proceedings, costs, and expenses of whatsoever nature or description (including but not limited to legal costs on a full indemnity basis) which may arise or may be incurred, sustained or paid by you and/or your in connection with your endorsement of the advanced original copies of the Documents and/or any irregularities and/or or

discrepancies that maybe discovered between the documents as called for under the Letter of Credit / Collection and the Documents and/or any breach of my/our warranty and/or undertaking under this Indemnity and/or in enforcing or attempting to enforce your rights under this Indemnity. I/We shall immediately on demand pay and/or reimburse the said sum to you ;

4. agree and undertake to pay to you on demand in addition to the commission payable, all fees, costs, out of pocket expenses, interest and any other amounts payable to you in relation to your endorsement of the advanced original copies of the Documents as a result of the application of any domestic or foreign law or regulation or the interpretation or administration of the Documents applicable to you regarding any reserve, assessment, capitalization or similar requirement whether existing at the time of your endorsing advanced original copies of the Documents or adopted in the future;
5. agree and undertake to pledge to you (if required by you) the goods described in the Documents ("the Goods") and/or the title/accompanying documents relating to the Goods ("the Title Documents") as and when I/we or my/our agent receives them and to hold the Goods upon trust for you on such terms and conditions as you may determine and to execute such document as may be required by you in respect of the Documents and/or Goods. In this respect, I/we undertake at my/our own cost and expense to:
  - (a) hold the Goods on storage as your property with liberty to sell and account for and pay the proceeds from the sale of the Goods to you immediately upon our receipt of the proceeds together with any shortfall arising from such sale;
  - (b) you are authorised and shall be entitled (but not obliged) to dispose of the Goods in whole or in part by public or private sale at such price upon such terms and generally in such manner as you deem fit without my/our concurrence whenever I/we shall fail to pay the amount due to you under this Indemnity or discharge any my/our liabilities and obligations. You shall be under no obligation whatsoever to ensure that the Goods are sold at the highest or any reasonable price. You may apply the nett proceeds, after deducting all fees and expenses in connection with the sale or towards satisfaction of the amount then owing by us to you under this Indemnity;
  - (c) insure and keep the Goods insured to its full insurable value (i) and transfer or assign the insurance policy or certificate in respect of the Goods to you in a manner satisfactory to you; or (ii) with your name as the loss payee; or (iii) in the joint names of you and myself/ourselves; and all sums payable under such insurance shall be payable to you as beneficiary in the event of any loss and/or damage to the Goods and I/we undertake to furnish documentary proof of the same to you at any time if so requested by you. In the event we fail to keep the Goods insured or upon expiry of any insurance as the case may be, you shall be entitled (but not obliged) to effect such insurance at our cost and expense;
  - (d) do all acts and things necessary to protect and preserve unimpaired your property in the Goods and the Title Documents;
  - (e) deliver the Goods and Title Documents to you if and when called upon to do so by you;
6. agree that you shall not be responsible for the sufficiency, accuracy or genuineness of the documents called for under the Letter of Credit / Collection or for any irregularities or discrepancies between the documents called for under the Letter of Credit / Collection and the Documents or if the documents called for under the Letter of Credit / Collection do not comply with the terms of Letter of the Credit / Collection. We agree not to dispute or challenge your acceptance of the documents called for under the Letter of Credit / Collection.

7. agree and undertake to pay to you on demand all monies which you may be required to pay under or in connection with your endorsement of the advanced original copies of the Documents together with interest charged thereon at such rate as you may prescribe from time to time;
8. acknowledge and agree that you may compromise, settle, pay or resist any claim arising out of your endorsement of the advanced original copies of the Documents or the release of the Goods to me/us, without releasing me/us from my/our liability to you;
9. agree and undertake that upon request by you, to pay to the credit of any account nominated by you, immediately upon demand by you, an amount in Ringgit Malaysia or Ringgit Malaysia equivalent of the foreign currency that is equal to your estimated maximum outstanding liability including but not limited to any accrued interest and any costs, charges, fees, commissions, taxes, duties and levies in relation to your endorsement of the advanced original copies of the Documents. Such amount shall be charged to you as security for my/our obligations under this Indemnity;
10. confirm and declare that:
  - (a) our liability in this Indemnity shall not be limited or in any way affected by the value of the Goods;
  - (b) no other financiers or third parties are involved in this transaction and that I/we am/are entitled to receive the Documents and the Goods;
  - (c) neither the Goods nor the Documents have been mortgaged, charged or pledged to any person, company or firm and I/we undertake and agree that neither the Goods nor the Documents will be so mortgaged, charged or pledged without your prior written consent;
11. agree with you as follows:
  - (a) This Indemnity is in addition to and shall not merge with or prejudice or affect by any other rights, remedies, guarantees, indemnities, securities or other obligations which you may now or subsequently hold whether from me/us or from any other person and you may at any time give time for payment or grant any other indulgence or waiver and/or give up, release, deal with, vary, exchange, enforce, realise or abstain from perfecting or enforcing any other indemnities, guarantees, securities or other obligations held by you at any time and/or discharge any person, and/or compound with, accept compositions from and/or make any other arrangements with the supplier or any person, as you think fit, without affecting my/our liability under this Indemnity.
  - (b) you are at liberty (but not bound to do so) to resort for your own benefit to any other means of payment at any time and in any order you think fit without diminishing my/our liability. You may enforce your rights under this Indemnity either for the payment of the ultimate balance after resorting to other means of payment or for the amount due at any time notwithstanding that other means of payment have not been resorted to and in the latter case without entitling me/us to any benefit from such other means of payment so long as any money remains due or owing or payable (whether actually or contingently) from or by me/us to you.
  - (c) My/Our liability shall be a continuing liability and this Indemnity shall not be determined nor determinable by me/us and shall remain in full force and effect until no sum remains payable under the Documents or under this Indemnity.
  - (d) The liabilities and/or obligations created by this Indemnity shall continue to be valid and

binding for all purposes notwithstanding any transfer or assignment of your business or operations or assets or liabilities or any change by amalgamation, consolidation, reconstruction or otherwise which may be made in your constitution or of any company by which your business may for the time being be carried on and shall be available by the company carrying on that business for the time being.

- (e) The liabilities and/or obligations created by this Indemnity shall continue to be valid and binding on me/us for all purposes notwithstanding any change whether by reason of bankruptcy, death, incorporation, amalgamation, liquidation, reconstruction or otherwise howsoever in my/our name, style, constitution or composition.
- (f) All monies payable by me/us under this Indemnity shall be paid to you in full free of any present or future taxes, levies, imposts, duties, charges, fees, or withholdings and without any set-off or counterclaim or any restriction, condition or deduction whatsoever. If I/we am/are compelled by law to make any deduction or withholding, I/we will promptly pay to you such additional amount as will result in the nett amount received by you being equal to the full amount which would have been receivable by you had there been no deduction or withholding.
- (g) Should this Indemnity be signed by or for and on behalf of two or more of us (except in the case of corporations), all liabilities shall be joint and several. In the case of partnership, this Indemnity shall bind all partners jointly and severally notwithstanding retirement or death of any partner or the introduction of any further partner. Any demand for payment made to one or more of the persons so jointly and severally liable shall be deemed to be a demand made to all such persons. You may release or discharge any one or more of such persons from liability under this Indemnity or compound with, accept compositions from or make any other arrangements with any one or more of such persons without releasing or affecting your rights and remedies against any such other persons.
- (h) If this Indemnity is to be signed by more than one person ("the Original Signatories") and any one or more of the Original Signatories fails to sign the same or having signed is not bound by this Indemnity (whether by reason of lack of capacity or improper execution of this Indemnity or for any other reason whatsoever), the remaining Original Signatories shall continue to be bound by this Indemnity as if such other Original Signatories had never been party to this Indemnity.
- (i) This Indemnity shall be governed by and interpreted in accordance with the laws of Malaysia and I/we irrevocably submit to the non-exclusive jurisdiction of the Courts in Malaysia. I/We irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.
- (j) Any provision of this Indemnity which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions in this Indemnity and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.
- (k) Time shall be of the essence of this Indemnity.
- (l) No failure to exercise and no delay in exercising on your part of any right under this Indemnity shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of the right or any other right. The rights and remedies provided in this Indemnity are cumulative and are not exclusive of any rights or remedies provided by law.

