

Date:

To: Hong Leong Bank Berhad (97141-X)

LETTER OF INDEMNITY FOR BANKERS GUARANTEE NO: _____

1. In consideration of your issuing at my/our request a guarantee for _____ (_____)
in favour of _____
for _____ (hereinafter called the "said Guarantee"), I/We, the undersigned, hereby agreed undertake and covenant as follows:-
- (a) to indemnify you and hold you harmless from any action, claim, damage, liability or loss (including losses which you may incur as a result of any changes in the rates of exchange) whatsoever that may arise or which you may incur by your issuing the said Guarantee at my/our request;
 - (b) to permit you at any time to exercise earmarking of my/our account or any other security given whether such security be in the form of a cash deposit of a fixed deposit receipt replaced or substituted from time to time a sum sufficient to cover your total liability under the said Guarantee issued by you;
 - (c) to authorise you to debit my/our current account for the Ringgit Malaysia equivalent converted at the Bank's then prevailing counter selling rate of exchange (or such other rate as may be determined by the Bank at its absolute discretion) for the relevant foreign currency on the day of payment for the performance of the said Guarantee to enable you to discharge your liability, actual or contingent, arising out of the said Guarantee issued by you including all expenses, fees, costs, legal or otherwise in connection with the issuance and recovery of the guaranteed amount together with interest thereon at _____ per cent per annum (or such other rate as may be determined by the Bank by providing notice to you);
 - (d) All fees, commission, charges and other monies payable in connection with this application or transaction shall be exclusive of any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government or taxation authority and other taxes by whatever name called and any interest, fines or penalties in respect thereof ("Tax"). I/we shall pay any relevant Tax of any amount that I/we are required to pay to you.
 - (e) I/We further agree that if you accept or receive payment in a currency other than Ringgit Malaysia or such other currency specified by you, or if judgment or order is given or made for the payment of any amount due under the said Guarantee and is expressed in a currency other than Ringgit Malaysia or such other currency specified by you, I/We will indemnify you against any loss incurred by you as a result of any variation having occurred in the rates of exchange between the date at which such amount is converted into such currency for the purposes of such payment, judgment or order and the date of actual payment.
2. I/We hereby further agree to indemnify you and save you harmless from any and all actions, claims, losses, damages, costs and expenses (including legal fees on a solicitor and own client basis) and liabilities whatsoever that may arise or which you may suffer or incur by your issuance of any further bank guarantee or guarantees up to the amount of your contingent liability under the said Guarantee notwithstanding that :-
- (a) the said Guarantee have not been returned by the beneficiary(ies) to you for cancellation; and
 - (b) you have not received any written confirmation from the beneficiary(ies) that the liabilities guaranteed by you under the said Guarantee have been discharged.
3. I/We hereby further undertake to deposit immediately with you in cash and/or in any other forms of security or securities approved by you at any time and from time to time that you may require me/us to do so during the currency of this indemnity.
4. That this indemnity shall not be determined or in any way be prejudiced by any absorption reconstruction or reorganisation of or by you or of or by our company or any amalgamation thereof or therewith and in the event of any absorption reconstruction or reorganisation as aforesaid this indemnity shall be available for and by the absorbing reconstructed, reorganised or amalgamated company.
5. That this indemnity shall be binding upon my/our heirs, personal representatives, assigns, liquidators and successors-in-title.
6. This indemnity is in addition to and shall not prejudice or affect any other indemnities and undertakings issued by me/us to you.
7. I/We hereby declare that the contents of this indemnity have been explained to me/us and I/We have perfectly understood the same before signing it.

Yours faithfully
For and on behalf of

Authorised Signatory(ies) and Company Stamp

Name: _____

Address: _____

Current Account No: _____

Signature(s) verified by: _____