

To: \***Hong Leong Bank Berhad (19340100023/ 97141-X) and/or**  
 \***Hong Leong Islamic Bank Berhad (200501009144/ 686191-W) ("Bank")**

Date: \_\_\_\_\_

Stamp

From: Company/Business Name: \_\_\_\_\_ Registration No: \_\_\_\_\_

**LETTER OF INDEMNITY FOR BANK GUARANTEE and/or BANK GUARANTEE-i NO:** \_\_\_\_\_

1. In consideration of your issuing at my/our request a guarantee for Ringgit Malaysia or foreign currency \_\_\_\_\_  
 \_\_\_\_\_ (RM \_\_\_\_\_ / \_\_\_\_\_ )

in favour of \_\_\_\_\_

(hereinafter called the "**said Guarantee(s)**", which definition shall extend to all bank guarantee(s) issued in renewal, extension or substitution of the said Guarantee(s)), We, the undersigned hereby irrevocably:-

(a) undertake to indemnify you and save you harmless from any and all action, claim, demand, damage, liability, loss, costs and expense (including without limitation legal fees on a solicitor and own client basis) that may arise or which you may howsoever suffer or incur at any time(s) in connection with the said Guarantee(s) or any of them (including without limitation any costs and expenses in enforcing or attempting to enforce this indemnity and (in respect of the said Guarantee(s) issued in foreign currency) losses which you may incur as a result of any change(s) in the rate(s) of exchange) and we hereby irrevocably undertake to pay such sums to you on demand together with interest/profit thereon at rate(s) determined by you from time to time, as well after as before judgment and notwithstanding that the customer and banker relationship may have ceased or terminated) and notwithstanding that the said Guarantee(s) has not been returned by the beneficiary(ies) to you for cancellation, and you have not received any written confirmation from the beneficiary(ies) that you have been discharged of your liabilities under the said Guarantee(s);

(b) authorize you to determine the compliance of term(s) and condition(s) of any of the said Guarantee(s) and to effect any payment(s) to the beneficiary(ies) to any of the said Guarantee(s) and/or comply with any claim(s) or demand(s) made under the said Guarantee(s) without any reference to us but with notice to us and despite any objection or contestation on our part;

(c) authorize you to debit any one or more of our account(s) to enable you to discharge your liability, actual or contingent, arising out of the said Guarantee(s) including without limitation all expenses, fees, and cost (legal or otherwise) in connection with the issuance of the said Guarantee(s) and payment/reimbursement from us of the guaranteed amounts together with interest/profit thereon at rate(s) as determined by you from time to time with notice to us; and

(d) to deposit immediately with you in cash and/or in any other forms of security or securities approved by you from time to time whenever required by you in the event of a shortfall between the amount(s) owing by us to you in respect of the said Guarantee(s), including without limitation all expenses, fees, and cost, (legal or otherwise) in connection with the issuance of the said Guarantee(s) as well as payment/reimbursement from us of the guaranteed amounts together with interest/profit thereon at rate(s) as determined by you from time to time, and the balance(s) in our account(s) and (in the case where the said Guarantee(s) is/are issued in foreign currency) including without limitation any shortfall due to currency fluctuations between the amount(s) payable by us to you and amount(s) received/ recovered/ debited by you.

2. **In the event the said Guarantee(s) is issued in foreign currency**, the following additional provisions shall apply:

(a) We hereby irrevocably authorize you to debit any one or more of our account(s) for the Ringgit Malaysia equivalent converted at the Bank's then prevailing applicable foreign currency rate(s) of exchange (or such other rate(s) as may be determined by the Bank) for the relevant foreign currency on the day of payment for the performance of the said Guarantee(s) with notice to us to enable you to discharge your liability, actual or contingent, arising out of the said Guarantee(s) including all expenses, fees and costs (legal or otherwise) in connection with the issuance and payment/reimbursement of the guaranteed amount together with interest/profit thereon at rate(s) as may be determined by the Bank from time to time; and

(b) We further irrevocably 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(s) and/or is expressed in a currency other than Ringgit Malaysia or such other currency specified by you, we will indemnify you against any loss incurred by you as a result of any variation having occurred in the rate(s) of exchange between the date at which such amount(s) is converted into such currency for the purposes of such payment, judgment or order and the date of actual payment.

3. All fees, commission, charges and other monies payable in connection with the said Guarantee(s) (including without limitation any application(s) for the same, issuance thereof and/or or enforcement thereof and/or enforcement of this indemnity) shall be exclusive of and subject to any government tax.

4. This indemnity shall not be determined or in any way be prejudiced by any absorption reconstruction or reorganization 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 reorganization or amalgamation as aforesaid this indemnity shall be available for and by the absorbing, reconstructed, reorganized or amalgamated company.

5. We irrevocably agree to permit you at any time without prior notice or reference to us to exercise earmarking of our account(s) or any other security(ies) given from time to time (including without limitation security in the form of a cash deposit of a fixed deposit receipt replaced or substituted from time to time) to enable you to meet any claims arising out of the said Guarantee(s) issued by you without your having obtained prior proof of our failure or inability to fulfill such payment obligation to you;
6. Should you accede to our request to backdate any Bank Guarantee(s) at any time(s), we irrevocably undertake and confirm that prior to making such request(s) to you, we shall have checked with the beneficiary of the said Guarantee(s) who shall have confirmed that no claims will be made in respect of the back-dated period(s). However, if a claim were to be made in respect of such period(s), we hereby irrevocably undertake that we shall immediately pay and/or reimburse the Bank the amount(s) of the claim(s)/ demand(s) paid and/or to be paid by the Bank and other fees, costs and charges (if any) (including without limitation, legal fees on a solicitor-client basis).
7. This indemnity shall be binding upon our heirs, personal representatives, permitted assigns, liquidators and successors-in-title.
8. This indemnity shall be governed by and interpreted in accordance with the laws of Malaysia and we submit to the exclusive jurisdiction of the courts of Malaysia.
9. This indemnity is in addition to and shall not prejudice or affect any other indemnities and undertakings issued by us to you.
10. We hereby declare that the contents of this indemnity have been explained to us and we have perfectly understood the same before signing it.

**TERMS OF USE:**

The content of all the documents and forms are the sole and absolute property of Hong Leong Bank Berhad and Hong Leong Islamic Bank Berhad (collectively referred to as "the Bank") and are protected by the relevant intellectual property / copyright laws.

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By using the document and / or form and submitting the duly completed document and / or form to the Bank, you confirm that you have read, understood and agreed to the Terms of Use and to the terms and conditions attached to your respective document and / or form.

Yours faithfully

For and on behalf of the Company/Business named above,

Authorized Signatory(ies) and Borrower/Applicant's Stamp

X \_\_\_\_\_

Name:

Designation:

Date:

X \_\_\_\_\_

Name:

Designation:

Date:

Current Account/-i No: \_\_\_\_\_

Signature(s) verified by: \_\_\_\_\_

\* Please cancel whichever is not applicable