

**COUNTER-INDEMNITY FOR IMPORTED GOODS**

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

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

I/We enclose as appropriate:

- (1) for your counter-signature Letter of Indemnity or Letter of Guarantee addressed to \_\_\_\_\_; or
- (2) for your endorsement on the Air Waybill, or Bill of Lading, or Parcel Post Receipt, or such other document(s) provided by me/us, calling for delivery of the following goods (the "Goods"):-

MARKS	PACKAGES	DESCRIPTION	NATURE AND NO. OF DOCUMENTS

Vessel/Flight No. \_\_\_\_\_ from \_\_\_\_\_

Value \_\_\_\_\_ under DP/DA/your D/C No. \_\_\_\_\_

In consideration of your (1) countersigning the enclosed Letter of Indemnity or Letter of Guarantee; or (2) endorsing to our order the Parcel Post Receipt, or Air Waybill, or Bill of Lading or such other document(s) as the case may be at my/our request, I/we hereby undertake and agree to keep you, your directors and staff fully and effectively indemnified against all damages, losses, consequences, and liabilities of any kind whatsoever directly or indirectly arising out of or in connection thereof. I/We further undertake to obtain as soon as practicable the relevant document(s) of title with respect to the Goods (the "Documents"), and on receipt I/we shall present them to you for further handling, and where applicable, for the purposes of redemption and cancellation of the Letter of Guarantee or the Letter of Indemnity.

If the Documents are destroyed or lost, I/we hereby undertake to obtain a duplicate set of such Documents from the shipping company or such relevant party, or take any such necessary action to redeem the Letter of Indemnity or the Letter of Guarantee. Any expenses incurred for such action will be discharged and paid by me/us absolutely.

I/We agree that this Counter-Indemnity shall also be subject to the terms and conditions contained in the Trust Receipt and General Commercial Agreement signed by me/us and held on your file. I/We further irrevocably authorise you to effect payments on any bills, drafts, documents or demands which appear or purport to be made with respect to the Goods, without any reference to or further authority from me/us, and in the event that the bills, drafts, documents or demands are drawn under a Documentary Credit opened by you at my/our request, without having to check whether the documents are in compliance with the relative Documentary Credit and notwithstanding any discrepancy(ies) appearing on the relevant documents.

I/We confirm that no person other than you and I/we will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any terms and conditions of this Counter-Indemnity.

I/We also request you to follow my/our instruction(s) marked "X" or "✓" below:

Please debit my/our Account No. \_\_\_\_\_ (the "Account")/ Enclosed please find Cheque No. \_\_\_\_\_ being settlement of charges for countersigning the enclosed Letter of Indemnity or Letter of Guarantee, or endorsing the enclosed Air Waybill, or Bill of Lading, or Parcel Post Receipt or such other document(s), as the case may be.

I/We attach herewith the Trust Receipt duly signed by me/us to cover the delivery. On receipt of the Documents, please convert the Trust Receipt into a Trust Receipt loan.

Please debit my/our Account No. \_\_\_\_\_ for the full Documentary Credit value or invoice value, plus your charges (if any), and place this amount under a "Margin Deposit Account" for the purpose of securing this Counter-Indemnity. I/We understand that the deposit(s) placed with the Margin Deposit Account is(are) protected deposit(s) as defined under the Deposit Protection Scheme Ordinance (Cap.581) (the "Ordinance"), then it will be protected by the Deposit Protection Scheme in Hong Kong up to a limit of HK\$500,000.00 per depositor. Any deposit(s) of any currency debited from the abovementioned Account which is(are) qualified for protection under the Ordinance and placed under the Margin Deposit Account, is(are) protected by the Deposit Protection Scheme in Hong Kong.

I/We hereby agree that I/we shall not and have no right to ask for the refund of the margin deposit paid to you by me/us in respect of this Counter-Indemnity until such time as all the obligations and liabilities of me/us to you at any time existing under or with reference to this Counter-Indemnity have been performed, fully paid, discharged and cancelled.

In case of query, please contact \_\_\_\_\_

at Tel No. \_\_\_\_\_

Yours faithfully,

**S/G No.**

\_\_\_\_\_  
Authorised Signature(s) with Company Chop  
BIB 003 12/2015

**S.V.**