The Manager,
Standard Chartered Saadiq Berhad

We attach a Letter of Indemnity for Non-Surrender of Bill of Lading whereby we have agreed to indemnify and have given an undertaking addressed to in consideration of their releasing for delivery to us or to our order the under mentioned goods (to which we claim to be entitled) without production of relevant document(s) of title.

We shall be obliged if you will join in the indemnity. By your Bank counter-signing the indemnity, we hereunder shall be governed in all respects to the rules and regulations appearing on the reverse hereof.

We shall, on receipt of the relevant Bill of Lading, which is expected through your medium, either deliver it to you, duly endorsed or procure the return or discharge of your indemnity, whereupon your liability hereunder shall cease.

B/L No.: _____ Invoice Value: _____
or
L/C No.: _____
Steamer’s Name _____

Shipping Marks Description of Goods
Yours Faithfully

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Signature (s)
Verified

FORM 79/12-I
RULES AND REGULATIONS GOVERNING THE ISSUE OF SHIPPING GUARANTEE-I OR INDEMNITIES BY 
STANDARD CHARTERED SAADIQ BERHAD

By your Bank counter-signing at your request and for our sole benefit the letter of indemnity stated overleaf covering the release of goods (to which we will be entitled to claim) without production of the relevant bill(s) of lading or other document(s) of title, we hereby agree to be bound and governed by the following rules and regulations set out hereunder:

1. We will duly accept, honor and discharge all drafts and documents presented to us in relation to the said goods and to waive the irregularities and discrepancies as regards the value, numbers, marks, contents, weight, quantity and quality of the goods under any contractual arrangement we may have with the supplier thereof notwithstanding any irregularities or discrepancies whether apparent or not in the document(s) when presented and the terms of the relative Letter(s) of Credit-I.

We further irrevocably authorize you and agree that you may pay or accept as applicable or compliant any draft and / or other documents received by you with respect to such Goods tendered under letter of credit / collection notwithstanding any discrepancy or irregularity of the draft or documents, which discrepancy or irregularity shall be deemed to have been irrevocably waived by us. Such discrepancy or irregularity shall be deemed to include the delay in such tender or presentation and the amount of any such drafts.

2. We will endeavour to obtain the Bill(s) of Lading and/or other document(s) of title to the said goods and upon our receipt, procure your release from your guarantee or indemnity and return the relevant letter of indemnity to the Bank for cancellation. We undertake that our obligations under the letter of Indemnity and the terms hereof shall remain in full force and effect on us until the relevant letter is cancelled.

3. We will at all times keep you Indemnified against all actions, proceedings, liability, claims, losses, damages, costs, expenses and demands against all payments of whatsoever nature (including legal costs on a solicitor and client basis) in relation to or arising out of your countersigning the letter of indemnity or as a result of any breach of any undertaking under the letter of indemnity or the terms hereof.

4. Until the cancellation of the relevant letter of indemnity and until the due payment of all drafts and/or documents relating to the said goods the Bill(s) of Lading and/or other document(s) of title thereto if made out to us or to our order shall on their receipt by us be endorsed to you and that in any event the said goods and all drafts and / or documents or the proceeds thereof shall be received and held by us or to our order as trustees on your behalf.

5. Should the said Bill(s) of Lading and/or other document(s) of title to the said goods are not received through your medium or agency we shall pay you a commission in accordance with the rules of the Association of Banks in Malaysia.

6. The liability of each and every person under this liability shall be Joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

7. We hereby agree and / or warrant that no bank except your bank is involved in this transaction.

8. We hereby agree and / or warrant that the Goods and the documents relating to the goods have not been pledged, mortgaged, charged, hypothecated or subject to any other form of security to or in favour of any other bank, firm or person. We further undertake that it will not be so pledged, mortgaged, charged hypothecated or otherwise encumbered without your written consent.

9. We hereby agree, warrant and undertake to do all acts and things necessary to protect and preserve your rights in the goods and in the documents relating to the goods.

10. We irrevocably consent to your disclosure and to the disclosure by your officers and agents in any manner howsoever, of any information relating to us including but not limited to details of our account, facilities, the securities taken, our credit balances and deposit with you to: (I) Standard Chartered Bank (Including all its branches) ("SCB"), the holding company of SCB, and any of SCB’s or your holding company, subsidiaries, affiliates, representative and branch offices in any Jurisdiction (who collectively with you shall be referred to as the “Permitted Parties” and each a “Permitted Party”), (II) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties, (III) any actual or potential participant or sub-participant in relation to any of your rights and/or obligations under any agreement between us, or assignee, novatee or transferee for any agent or adviser of any of the foregoing, (iv) any rating agency, insurer or insurance broker, direct or indirect provider of credit protection to any Permitted Parties, or (v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with Jurisdiction over the Permitted Parties.

11. This Indemnity shall be governed by and construed in accordance with Malaysian Law and the courts of Malaysia shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this indemnity.
12. For the avoidance of doubt, and subject to any termination of the Facility under Clause 14 below, the Facility shall be deemed to be completed upon the occurrence of the following circumstances:
   i. All Indebtedness (as defined in the Master Credit Terms) under the Facility have been fully paid to and received by the Bank pursuant to clause 12 herein;
   ii. set-off of the Indebtedness in full between the Bank and the Customer; or
   iii. the Bank waives its right to claim the whole of the Indebtedness from the Customer.

Upon completion of the Facility as described in clause 12 herein, the Bank shall be discharged from its liability as guarantor under the Facility.

13. The issuance of the Shipping Guarantee-i under the Facility shall not involve in or relate to anything prohibited by Syariah.

14. The Facility may be terminated by the Bank prior to its expiration upon consent by the Customer and the Beneficiary.

15. The Beneficiary and the Customer shall obtain the Bank’s consent before any extension to the period to settle the amount demanded is made (“Settlement Period”). For the avoidance of doubt, if the Beneficiary grants an extension to the Settlement Period to the Customer, such extension shall also apply to the Bank. However, if the Beneficiary grants an extension to the Settlement Period to the Bank, such extension shall not apply to the Customer.
**LETTER OF INDEMNITY FOR NON-SURRENDER OF BILL OF LADING**

1. Shipper (Name and Address)  
7. Name and Address of Bank  
   Standard Chartered Saadiq Berhad

2. Consignee (Name and Address)  
8. Bill of Lading No.

3. Name and Address of Notify Party (if any)  
9. Place and Date of Issue

4. Name of Vessel and Voyage No.  
10. Place of Receipt (Applicable for Combined Transport Bill of Lading)

5. Port of Loading

6. Port of Discharge

12. Marks and Nos.: Container Nos.  
13. Number and kind of packages: Description of Goods  
14. Gross Weight  
15. Measurement

16.  
   **(ABOVE PARTICULARS AS CONTAINED IN THE ORIGINAL BILL OF LADING)**

   To: The Owners/Disponent Owners of S.SJM.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.  
   We hereby request you to deliver such goods to  
   Without production of the bill(s) of lading. In consideration of your complying with this request we hereby agree to be bound by the terms and conditions printed on the reverse side of this document.

   **SEE REVERSE FOR TERMS AND CONDITIONS**

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17. Bank Reference No.  
21. Signatory's Company

18. Name of Bank Signatory  
22. Name of Signatory

19. Date DD/MM/YYYY  
23. Date DD/MM/YYYY

20. Signature  
24. Signature
If a customer is entitled to rewards under more than one promotion run concurrently by the Bank, the Bank reserves the right to:

1. MasterCard Debit Card Top Spender Campaign
2. Liverpool FC Debit Card Terms and Conditions Excerpt

Just One Personal Account comprises both Just One Personal Current Account and Just One Personal Savings Account which are eligible for protection by PIDM.

The above is merely an excerpt of the Terms and Conditions. For the full Terms and Conditions, please click here.

Exclusively for MasterCard® Debit Cardholders of the Bank

- For every RM50 equivalent in foreign currency for overseas transactions (ATM and POS), there is a reward of RM1.
- The minimum spend amount (Minimum Spend Amount) is RM1,000 per week for retail transactions using the Bank’s MasterCard Debit Card ("Minimum Spend Amount").
- To participate in this Campaign, eligible customers must spend a minimum of RM1,000 per week in retail transactions using the Bank’s MasterCard Debit Card.

The MasterCard Debit Card Top Spender Campaign will run from 15 December 2014 till 15 February 2015 and is only open to Standard Chartered Saadiq Berhad (Reg No. 823437 K).

The Liverpool Debit Card Usage Contest ("Contest") will run from 15 December 2014 till 15 February 2015.

IBF T, RENTAS and eIBF T will be excluded from the computation of the Minimum Spend Amount.

Voided charges, disputed or charged-back to the card, other fees and charges, cash withdrawal and fund transfers of any kind such as IBG, will be excluded from the computation of the Minimum Spend Amount.
1. We hereby undertake and agree to indemnify you against the consequences and/or liabilities directly arising from the said delivery of the goods without production of the bill(s) of lading. This indemnity does not cover the consequences and/or liabilities arising from proceedings commenced against you or any of your servants or agents in connection with the delivery of the goods as aforesaid or any loss, damage, expenses or other liabilities or any bail or other security required to prevent an arrest or detention or to secure the release of any vessel or property belonging to you.

2. 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 hereof).

3. And we further undertake and agree that immediately after the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed whereupon our liability hereunder shall cease.

4. This indemnity shall be governed by and construed in accordance with the laws of Malaysia and each and every person liable under this indemnity shall submit to the jurisdiction of the courts of Malaysia.