

To: **Mizuho Bank, Ltd.**
(Incorporated in Japan with Limited Liability)
Hong Kong Branch ("Bank")

Date: _____

Under DC No. ILC-768-

We request you to endorse / countersign the attached transport document or letter of indemnity/guarantee in favour of _____ in relation to the following goods (the "**Goods**"), as the relevant transport document is consigned to you or we intend to take delivery of the Goods without production of the transport document, as the case may be. We confirm that we have already signed a Pledge and Trust Receipt in respect of the Goods and sale proceeds in your favour.

In consideration of your endorsing the attached transport document or countersigning the attached letter of indemnity/guarantee (as the case may be) at our request in order to facilitate us to take delivery of the Goods, we hereby undertake and agree with you as follows: -

1. We shall indemnify you and your delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you or your delegate(s) may suffer or incur under or in connection with your so doing upon our request in this agreement. We further agree to redeem and deliver the attached letter of indemnity/guarantee (if any) to you for cancellation immediately upon receipt of the relevant bills of lading or transport documents.
2. We declare and represent that the Goods are, to the best of our knowledge, not mortgaged or pledged to any person or otherwise subject to any encumbrance nor will this be done by us other than to you and we shall hold the Goods and sale proceeds in trust for you.
3. You are hereby authorized (but not obliged) (i) to honour any drawings made under the documentary credit or documentary collection relating to the Goods or to pay the invoiced amount of the Goods without examining the documents; and (ii) to utilize the bills of lading or transport document in your possession for the redemption of the letter of indemnity/guarantee from the relevant transport company. We irrevocably agree and undertake to reimburse you on demand in respect of such drawings or payments together with all charges, commissions, expenses and interest (all at such rate and in such amount as determined by you) irrespective of any discrepancy(ies) that may appear in such documents (all of which, if any, are hereby waived) and/or even if the Goods, drawings or payments are unacceptable to us due to whatever reasons.
4. You are authorized to endorse in our name any bill of lading and any relevant shipping document, and dispose of them in any manner you think appropriate.
5. We shall provide you with cash or other collaterals in such form and value as you may require from time to time. To secure the discharge of our obligations to you under this agreement, you are irrevocably authorized to debit any of our account(s) with you and you shall have secured interest over all our properties in your possession, with power to sell or dispose of such properties at any time for satisfaction of our obligations.
6. We undertake that our obligations hereunder shall remain in full force and effect until the attached letter of indemnity/guarantee is returned to you for cancellation.
7. We agree to keep the goods fully insured against all insurable risks at our own expense and will furnish proof of this at any time, if requested to do so by you. We shall further keep you informed of the whereabouts of the Goods and of any change in the condition, market price, quality or quantity of the Goods.
8. We shall be responsible for all freights, warehouse, dock, transit and other charges, rent and all other costs of and in connection with the Goods.
9. We undertake that our liability hereunder shall not be limited or in any way affected by the value of the Goods.
10. Without prejudice to other provisions of this agreement if the bills of lading and/or the other shipping documents relating to the Goods concerned, or any remittance effected by us in payment for such Goods are not received or effected through you within such times as you may prescribe or such times as agreed between us and you, we agree that you are entitled to charge (without prejudice to our other agreements, obligations and liabilities under this agreement) a commission at the rate of ¼% of the invoice value of the relevant Goods.
11. This agreement is subject to the General Customer Agreement as revised, amended and modified from time to time and any other agreement(s) previously signed and delivered by us to you or anyone of The Dai-ichi Kangyo Bank, Ltd., the Fuji Bank, Ltd., and The Industrial Bank of Japan, Ltd. before their consolidation and merger into the Bank. In case of conflict, terms of this agreement shall prevail to the extent of conflict.
12. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

SCHEDULE

Marks and Nos.	Packages	Description	Where from	Flight No./ Vessel	Invoice Cost or Approx. Value

For Bank Use Only		
Approved	Checked	S.V.

 Authorised Signature(s) and Company Chop