

Date: - -

The Manager

Alliance Bank Malaysia Berhad 198201008390 (88103-W)

(branch address)

Stamp

LETTER OF INDEMNITY

Dear Sirs,

In consideration of you agreeing to my/our request to issue a Banker Guarantee to:

- (i) Name of Beneficiary :
- (ii) Amount :
- (iii) Purpose :

I/We
hereby undertake and agree:

- (a) to indemnify Alliance Bank Malaysia Berhad ("the Bank") and keep the Bank fully indemnified from and against all actions, proceedings, charges, costs, claims, demands, expenses or losses which the Bank may suffer, incur or sustain howsoever arising out of the said Guarantee and not caused by nonperformance of the Bank,
- (b) to indemnify the Bank for all consequences and liabilities whatsoever howsoever arising in the event the Bank agrees upon our request to back date the effective date of the Bank Guarantee. Further thereto, we/I also certify that we/I have not defaulted during the back-dated period and that the authorised signatory/(ies) who executed the application form and this Indemnity were present and available during the backdated period."
- (c) that any request or demand made upon the Bank by the beneficiary for payment of money shall be sufficient authority to the Bank for making any such payment and that the Bank shall not be required to enquire as to whether such demand is properly made. Further, any demand by the beneficiary is conclusive and we will not in any way challenge its validity nor issue any instructions to the Bank for any reasons whatsoever to withhold payment of any such demand,
- (d) that payment by the Bank for any sum pursuant to such request or demand from the beneficiary shall be sufficient to establish my/our liability to the Bank in that sum,
- (e) that the Bank is hereby authorised to debit my/our account or accounts at any of the Bank's branches with the amount of any payments the Bank make under or in respect of the said Guarantee. In the event that at the material time I/we do not maintain any account with the Bank or my/our account with the Bank does not have sufficient funds to reimburse the Bank for such payment; I/we will pay to the Bank all such sums or difference immediately upon receipt of the Bank's request to do so,
- (f) if this Letter of Indemnity is related to the issue of a Bid Bond or Tender Guarantee, it is clearly understood that the Bank's commitment will be strictly limited to the terms of the Bid Bond or Tender Guarantee requested. The Bank shall not be bound beyond the said terms; no other obligation, in particular in matters of financing may be inferred from the issuance of the Bid Bond or Tender Guarantee solicited,

This Letter of Indemnity shall continue in force and remain valid:

- (a) until the Bank is fully released and discharged from their obligations under this Guarantee,
- (b) notwithstanding any arrangement between you, the beneficiary and the contractor extending the period of liability under the said Guarantee.

I/We undertake to bear all present and future charges, commission and/or interest by which the Bank will levy in respect of the said Guarantee and I/we hereby authorised the Bank to debit my/our account or accounts with the amount of such charges, commission and/or interest.

I/We undertake to obtain the return of the original Guarantee to the Bank for cancellation after its expiry.

Yours faithfully

.....
(Authorised Signatory/ies & Company Stamp)
Name/Company:
Address :