

**TO: BCPE IOM – HOCHIMINH CITY BRANCH**

We, present this indemnity agreement dated \_\_\_\_\_ whereby we agree to indemnify you to give an undertaking to Messrs \_\_\_\_\_ 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 the relevant bill(s) of lading or other documents(s) of title . We request you to guarantee performance by us of this indemnity agreement in all its terms.

Bill of lading No.	Marks & Nos	Packages	Description	Where from	Name of steamer	Invoice amt or appro.value

In consideration of your entering into the said guarantee we hereby agree that:-

1. We will at all times keep you indemnified against all actions, proceedings, liability, claims, damages, costs and expenses and against all payment( which you are authorized to make upon first demand without judicial or other procedure) whatsoever that may be made by you in relation to or arising out of your guarantee;
2. We shall duly honor and discharge all drafts and documents presented to us relative to the said goods;
3. We shall endeavor to obtain the bill(s) of lading or other document(s) of title to the said goods and on their receipt procure your release from your guarantee and return the indemnity agreement to you for cancellation;
4. Until the cancellation of the indemnity agreement and until the due payment of all drafts and documents relating to the said goods, the bill(s)of lading or other document(s) of title to the said goods, 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 shall be received by us or our order to hold the same and the proceeds thereof in trust on your behalf;
5. We will keep the cargoes fully insured and furnish proof of such insurance at any time if requested to do so.
6. We irrevocably accept all irregularities and discrepancies in the quantity or quality of the goods or in any draft or shipping or other documents received by the Bank or tendered under the relative letter of credit/ collection, or any delay in respect of such delivery or tender thereof.

Without prejudice to our indemnity against all loss and damage we authorize you forthwith to earmark or debit our account with you for or with such amount, and we undertake to deposit with you immediately on demand by you such sum, as you may consider you may be liable under your guarantee until the indemnity agreement is released and returned to you.

We confirm that no other bank is involved in this transaction and that it is expected that the Bill(s) of Lading or other document(s) of title to the said goods will either be received by you in due course or will be sent to us directly by the shipper.

We further confirm that you may charge your guarantee commission, postage and stamp duty, if any, to our account with you.

\_\_\_\_\_  
(Place, date)

\_\_\_\_\_  
(Authorized signatures)