Date:

BANK ISLAM TRUST COMPANY (LABUAN) LTD Level 5(I) Main Office Tower Financial Park Complex Jalan Merdeka 87000 F.T. Labuan Malaysia

**Dear Sirs** 

## **Letter of Indemnity**

 Confirmation pursuant to Compliance with the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001

Tel. No.: 087-451 806 Fax No.: 087-451 808

- 1. I/We\* have engaged with Bank Islam Trust Company (Labuan) Ltd ("BTL") to setup a Labuan Company/Trust Account\*.
- I/We\* hereby confirm that after having made all reasonable enquiries, and to the best of my/our\* knowledge belief there is no false or misleading statement contained in or material omission from, the information that is provided to BTL in relation of the engagement.
- 3. I/We\* hereby declare that I/we\* are satisfied after having made all reasonable enquiries that the engagement is in full compliance of the following:
  - a) The Guidelines on the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001:
  - b) Other requirements under the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001; and
  - c) Other laws and regulations as may be applicable from time to time.

## 4. I/We\* hereby declare the following:

- a. the engagement does not involve any offence of money laundering activities or dealing in accordance with the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001; and
- b. to the best of my/our\* knowledge and belief that the source of the engagement is from valid and legal activity and not from proceeds of unlawful activity as defined under the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001;

## 5. I/We\* hereby undertake and agree:

- a) to immediately inform BTL if it has come to my/our\* knowledge that the source of the income/money has breached or non-compliance with the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001, after submission of this Letter of Indemnity;
- to fully indemnify BTL from and against all actions and proceedings damages, costs, claims, demands, expenses or losses which BTL may suffer, incur or sustain in respect or by reason or on account of non-compliance of the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001;
- c) that BTL shall not be liable for losses of any kind which may be incurred by me/us\* as a result of the non-compliance of the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001, and
- d) that this Letter of Indemnity shall be governed by and interpreted and construed in accordance with the laws of Malaysia and that I/we\* irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia.

[Note: * please delete whichever not app	icable]		
Yours faithfully			
(Authorised Signatory/ies)			