Letterhead of Contract Account

**SEA WAYBILL APPLICATION FORM (BY SERVICE CONTRACT)**

To: Yang Ming Marine Transportation Corp.

or Yang Ming (UK) LTD or Yang Ming (SINGAPORE) PTE. LTD as the Carrier

and/or the offices/agents of the Carrier

and/or the provider, owner, operator of the Vessels

Date:

Service Contract No.

Service Contract Account

Validity Period: from \_\_\_\_\_\_\_\_(dd/mm/yyyy) to \_\_\_\_\_\_\_\_(dd/mm/yyyy)

**Subject: Apply for Non-Negotiable Sea Waybills**

It has been agreed by you that our cargo will be carried on your vessels against non-negotiable Sea Waybills.

We therefore request you to issue Sea Waybills to our following offices and one of these offices will be shown as "Shipper" on each Sea Waybill:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Without presentation of the relevant Sea Waybill, the cargo should be released to the office shown as "Consignee" in the Sea Waybill. These apply to the following offices:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration thereof, we agree to defend, indemnify and hold harmless Yang Ming Marine Transport Corp. and its officers, employees, agents, servants, subcontractors and owners of the carrying vessels against all claims, suits, liabilities, losses, costs, and expenses (including but not limited to attorney fees) of any nature whatsoever arising from the issuance of a Sea Waybill.

The undersigned acknowledge the terms and conditions of the Sea Waybill can be downloaded from your official website at “https://www.yangming.com/service/Useful\_Info/BL\_Clause.aspx” as adopted by the latest edition before the on board date of the subject shipment or request from your designated agent and hereby confirm there is no objection to the terms and conditions of the Sea Waybill regardless whether it is issued or collected. We understand that all rights and liabilities in respect of the said carriages shall be subject to this Letter of Indemnity and the terms and conditions appearing on both sides of the Sea Waybill. We also agree if any breach of the terms and conditions of the Sea Waybill from us, you can withdraw this application directly without notice to us.

This Letter of Indemnity shall be governed by and construed in accordance with English Law and any dispute arising hereunder shall be submitted to the jurisdiction of the High Court of London.

Where this Form is signed electronically, we confirm we agree and have the capacity to sign this Form by electronic signature using a digital signature which is based on public key encryption technology (e.g. DocuSign, AdobeSign) and that this method of signature shall, for the purposes of validity, enforceability and admissibility be conclusive evidence of our intention to be bound by this Form as if signed by our manuscript signature.

Yours faithfully,

(Contract Account Seal & Signature)