



ACCOUNT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CLIENT ID NUMBER: \_\_\_\_\_

## **FACSIMILE / ELECTRONICALLY TRANSMITTED INSTRUCTION INDEMNITY**

1. I/We, the account holder(s), hereby request Mega International Commercial Bank Co., Ltd., Manila Branch ("the Bank") to accept and act upon (but the Bank is not obliged) any instruction and/or request, except over-the-counter cash withdrawal, transmitted through facsimile and/or attached in an email to the attention to the Bank and/or other electronic means of instruction of which the Bank may consider acceptable and appropriate given by me/us in relation to all accounts, services and transactions save for those otherwise agreed between the Bank and me/us in writing (hereinafter collectively called the "Facsimile/Electronically Transmitted Instructions").
2. In consideration of the Bank agreeing from time to time and at any time to consider to accept the Facsimile/ Electronically Transmitted Instructions in the Bank's absolute discretion, I/we hereby warrant to and undertake with the Bank as follows:
  - i. Any Facsimile/ Electronically Transmitted Instructions should be transmitted to you with my/our signature(s) and / or stamp(s) which are in conformity with the specimen(s) filed with the bank.
  - ii. I/We shall bear all risks arising from any of the Facsimile/ Electronically Transmitted Instructions received by the Bank and the Bank shall have no liability or responsibility whatsoever provided that the Bank follows or acts upon the Facsimile/Electronically Transmitted Instructions in good faith;
  - iii. The Bank shall be under no duty to inquire into the authenticity of any of the Facsimile/ Electronically Transmitted Instructions or the identity or authority of the person transmitting or purporting to transmit any of the Facsimile/ Electronically Transmitted Instructions if the Bank accepts the Facsimile/ Electronically Transmitted Instructions. Without prejudice to Clause 3(viii) herein, the Bank shall be entitled to treat the Facsimile/ Electronically Transmitted Instructions as duly authorized and conclusively binding on me/us irrespective of whether or not the Facsimile/ Electronically Transmitted Instructions are actually transmitted with my/our authority and knowledge; and
  - iv. I/We will fully indemnify the Bank and its officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred arising out of anything done or omitted to be done pursuant to any Facsimile/ Electronically Transmitted Instructions given.
3. We hereby agree and accept that: -
  - i. All instructions given by way of facsimiles shall be transmitted to the facsimile number (+632) 8811-58-15 or such other facsimile number as the Bank may from time to time designate and all instructions given by means of e-mail shall be transmitted to the email account [b0b2pb01@megaicbc.com](mailto:b0b2pb01@megaicbc.com) or such other official email account or alternative electronic method as the Bank may from time to time designate. Otherwise, the respective Facsimile/ Electronically Transmitted Instructions shall be deemed not to have been transmitted and given to the Bank;
  - ii. The Bank shall not be deemed to have received the Facsimile/Electronically Transmitted Instructions unless and until the same have actually reached and been received by the Bank and with a receipt acknowledgement from the Bank's appointed staff in such manner(s) as the Bank shall at its absolute discretion consider fit. Otherwise, the respective Facsimile/Electronically Transmitted Instructions shall be deemed not to have been transmitted and given to the Bank;
  - iii. The Bank shall not be responsible for any matters beyond its control, including, but not limited to, any error, failure or breakdown in any equipment or interface with or interception of any transmission;
  - iv. The Bank reserves its right to act upon the Facsimile/ Electronically Transmitted Instructions in accordance with applicable banking practice on the next business day immediately following the date of receipt of the Facsimile/ Electronically Transmitted Instructions in the event that they are transmitted to the Bank beyond the normal office hours as specified by the Bank in its absolute discretion.
  - v. The Bank will only act on the Facsimile/Electronically Transmitted Instructions insofar as they are in the Bank's opinion practicable and reasonable to do so and in accordance with applicable banking practices and procedures. Where it is necessary, I/we shall forthwith provide the Bank with such further relevant information. In addition, the Bank may at any time in its absolute discretion, require confirmation or verification of any or all of the Facsimile/Electronically Transmitted Instructions from me/us. I/We understand that the Bank reserves the exclusive rights on not processing the Facsimile/Electronically Transmitted Instructions until such further relevant information or confirmation is provided in due course;
  - vi. Any of the Facsimile/Electronically Transmitted Instructions, once given, may not be rescinded or withdrawn without the consent of the Bank. All such instructions so given and acted on by the Bank in good faith shall be conclusively binding on me/us whether or not the Facsimile/Electronically Transmitted Instructions are given by me/us or by any person purporting to be me/us;
  - vii. The Bank accepts no responsibility for any error, mistake, action or inaction out of the Facsimile/ Electronically Transmitted Instructions being equivocal, illegible or otherwise provided that the Bank has exercised due skill and diligence in acting upon the Facsimile/ Electronically Transmitted Instructions ;
  - viii. Save for those expressly provided by the Bank in writing, the original hard copy of the Facsimile/Electronically Transmitted Instructions are not required be subsequently delivered to the Bank by me/us forthwith. The Bank will act on the Facsimile/Electronically Transmitted Instructions upon receipt thereof. Subject to the foregoing provisions, a hard copy of such instructions is not required to send to the Bank by post, personal delivery or otherwise, and the Bank shall have right to treat the Facsimile/Electronically Transmitted Instructions as the final and conclusive instructions and/or directions in respect of the relevant services and/or transactions. For avoidance of duplicated instruction executed by the Bank, I/we have the obligation to ensure proper indication(s) identifying the processed transaction(s) (transmission date of facsimile/email inclusive) should be unequivocally annotated on the hard copy of the instruction in case a hard copy is required to be delivered to the Bank. The Bank shall not be liable for any direct or indirect consequences in relation to the absence of such annotation, including but not limited to duplicated payment or transfer of asset and any fault, loss or damage suffered or sustained by me/us derived from the duplicated payment or transfer of asset therein. In the event of any inconsistency between any of the Facsimile/Electronically Transmitted Instructions so received and acted on by the Bank shall prevail;
  - ix. Digital format of all instructions given by e-mail or alternative electronic method should be non-modifiable and prone to read and access by the Bank (including but without limitation image file and unalterable PDF files). The Bank shall, in its absolute discretion, be entitled to determine the types of digital format acceptable to the Bank at any time and from time to

signature: \_\_\_\_\_

time. The Bank also reserves the right at any time, at its absolute discretion, to refuse to carry out any of the Facsimile/ Electronically Transmitted Instructions given by me/us without prior notice thereof, without giving any reason therefor and without being responsible for any loss or damages suffered by me/us arising out of any such cases ;

- x. The Bank shall reserve the right at its absolute discretion not to open or process, without prior notice thereof giving any reason therefor ad without being responsible for any loss or damage suffered by me/us arising out of any such cases, my/our instruction transmitted by e-mail or by alternative electronic method containing computer virus, eavesdropping program, malicious program, Trojan horse program and/or contents that are suspected to adversely affect the Bank’s operations. I/We understand that I/we shall be held liable to any loss or damage suffered by the Bank arising out of the Bank opening or processing my/our instruction transmitted by e-mail or by alternative electronic method with virus or malicious program; and

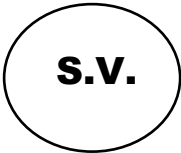
xi. Without prejudice to the generality of the foregoing provisions, the Bank reserves the right at any time, at its absolute discretion, to refuse to carry out any of the Facsimile/Electronically Transmitted Instructions given by me/us without prior notice thereof, without giving any reason therefor and without being responsible for any loss or damage suffered by me/us arising out of any such cases. The Bank may at its sole discretion, cancel or otherwise determine the disposal of the Facsimile/Electronically Transmitted Instructions as it sees fit.
4. Notwithstanding the foregoing provisions, the Bank may (but not obliged to) **confirm the Facsimile/Electronically Transmitted Instructions with any one of the authorized person(s) listed in Clause 11 hereof** prior to carrying out the Facsimile/Electronically Transmitted Instructions in such manner(s) as the Bank shall at its absolute discretion consider fit. The contact person(s) is/are only authorized to confirm with the Bank the Facsimile/Electronically Transmitted Instructions but not further or otherwise. If the Bank is unable to confirm the Facsimile/Electronically Transmitted Instructions with the authorized person(s) or the contact person(s) for whatsoever reason, it is entitled to refuse to carry out the Facsimile/Electronically Transmitted Instructions or take or not take such action(s) as the Bank shall in its absolute discretion consider fit. In any event, the Bank shall not be held liable to any loss or damages suffered or sustained by me/us in connection with its refusal, action or inaction as aforesaid.
5. The Bank is authorized to debit any of my/our account(s) with the Bank in discharge of my/our liability to the Bank hereunder.
6. Where the account holder consists of or the service's user is more than one person, the warranty, undertaking and indemnity given herein shall be deemed to be given by all the holders of the account or the users of the service jointly and severally.
7. The Bank may revise this Indemnity and/or introduce additional terms and conditions from time to time. Any revision and/or addition to this Indemnity shall become effective subject to the Bank giving a notice to me/us by post, advertisements, public announcement or any other means as the Bank sees fit.
8. This Indemnity shall be effective upon the approval of the Bank and shall remain in full force and effect until the Bank receives and has a reasonable time to act on, a notice of termination in writing duly signed provided that such termination shall not release me/us from any liability under the terms of this Indemnity in respect of any act performed by the Bank pursuant to any prior instruction given.
9. No failure or delay by the Bank in exercising any right, power or remedy shall be a waiver thereof. If any term or condition herein becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.
10. This Indemnity shall be governed by and construed in all respects in accordance with Philippine law. I/We irrevocably submit to the non-exclusive jurisdiction of the Philippine Courts but the Bank shall be entitled to enforce this Indemnity in courts of another competent jurisdiction as the Bank may select.
11. The particulars of the contact person(s) authorized to confirm the Facsimile/Electronically Transmitted Instructions with the Bank is/are as follows:

	NAME	ID NUMBER	POSITION	CONTACT NUMBERS
1				1. _____ 2. _____
2				1. _____ 2. _____
3				1. _____ 2. _____

SIGNATURE OF ALL AUTHORIZED SIGNATORIES (SIGNATURES SHOULD BE THE SAME WITH THE BANK’S SIGNATURE CARD) :

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_



FOR BANK’S USE ONLY

HANDLING CLERK	ASSISTANT DIV.MANAGER	DIVISION HEAD	GENERAL MANAGER