

FORM OF INDEMNITY FOR ELECTRONIC COMMUNICATIONS

To: **Mega International Commercial Bank Co., Ltd.**
Singapore Branch

Account No.:

Dear Sirs

INDEMNITY FOR ELECTRONIC COMMUNICATIONS

1. We request and authorise the Bank to rely and act upon, as original, with or without independent verification, any communication or instructions or document(s) that we transmit or purport to transmit to the Bank by any electronic transmission acceptable to the Bank. We hereby irrevocably and unconditionally agree that the Bank may, but is not obliged to, accept and deem as original in all respect and for all purposes and act upon or carry out such communication or instructions or document(s) received from us through electronic transmission, which on its face bears the approved authorised signatory(ies)/signature(s) which appears or on verification to be or purport to be, in the Bank's sole and absolute discretion to be similar to the specimen signature cards held with the Bank (the "**Authorised Signatory(ies)**").
2. The Bank shall be authorised to process the following transaction(s) via electronic transmission withdrawal, limited to the amount of US\$ _____ or equivalent foreign currency, for each transaction, and to transfer the funds to a third party's account as per the instructions of the undersigned.

• Fund Transfer • Foreign Exchange Settlement • Foreign/Local Remittance
3. We agree that the Bank may, but shall not be under any duty to, seek confirmation of any electronic communication or instructions or document(s) prior to acting upon them. Such confirmation may be obtained by telephoning any Authorised Signatory(ies) or any of the following contact persons at the following number(s):

Name of contact persons	Telephone Number(s)

We agree to inform the Bank in writing of any changes to the contact persons and/or the telephone number(s).

4. We undertake and further agree that if the Bank has tried but has failed to make contact with a signatory named in paragraph 3 above for any reason or has not been supplied with the confirmation of the electronic communication or instructions or document(s) which has been requested, the Bank may in its absolute discretion refuse to act upon the communication or instructions or document(s) concerned.
5. The Bank is entitled (but not bound) to rely upon and deem the instructions or communication or document(s) received by the electronic communication channels as an original instrument, authorised by and binding upon us in all respects and for all purposes without waiting for a confirmation by letter or the original instruction in writing or any inquiry on the Bank's part as to the authority or identity of the person(s) giving or making or purporting to give or make such instructions or communication or document(s) and regardless of the circumstances prevailing at the time of such instructions or communication or document(s).

6. In the event of any discrepancy between any electronic instructions or communication or document(s) received and acted on by the Bank and a hard copy of the same, the electronic instructions or communication or document(s) received and acted on by the Bank shall be deemed to be the conclusive evidence of such instructions or communication or document(s) given by us and the Bank shall not be responsible in any manner for any losses, liabilities, expenses, claims or damages arising from such discrepancies.
7. We are aware that signature(s) on instructions or communications or document(s) received by electronic communication channels may be superimposed fraudulently or without proper authority when electronically communicated to the Bank and we/I shall give you such electronic instructions assuming such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting upon such electronic instructions so long as the signature(s) appearing on any such electronic instructions appear on verification to be or purport to be, in the Bank's sole and absolute discretion to be similar to the Authorised Signatory(ies).
8. We acknowledge and confirm that we are aware of the very nature of telecommunications services, and accept the risk of equipment malfunction including but not limited to paper shortage, transmission errors, omissions, distortions or lack of clarity in the instructions or communications or document(s). The Bank shall not be responsible in any manner for any losses, liabilities, expenses, claims or damages for or in respect of any electronic instructions or communications or document(s) carried out or acted upon by the Bank arising from or connected with any equipment malfunction, including but not limited to paper shortage, misunderstandings, transmission errors, omissions, distortions or lack of clarity in the instructions or communications or documents(s). We irrevocably authorise the Bank to debit our account of any charges, losses or expenses.
9. Proof of dispatch of electronic instructions by us shall not constitute proof of receipt of such instructions by the Bank. The Bank may at any time, at its own discretion, refuse to execute our instructions or any part thereof, without giving any notice, without assigning any reason thereon and without incurring any responsibility for loss, liability or expenses arising from such refusal.
10. In consideration of the Bank agreeing to act on the authorisation set out herein, we hereby irrevocably agree to fully indemnify the Bank and its officers, employees, agents and correspondents at all times, against any and all claims, demands, actions, proceedings, damages, losses, costs, liabilities, payments and expenses (including but not limited to legal fees and expenses on full indemnity basis) which the Bank may suffer or incur, directly or indirectly, arising out of anything done or omitted to be done pursuant to its reliance on electronic any such instructions or communication or document(s), as set forth in this letter, and we shall reimburse the Bank any sums on demand.
11. We hereby waive any rights, claims, actions, or proceedings that we may have against the Bank for any losses, damages or liabilities we may suffer or incur as a consequence or in connection with this letter or any notice, demand, instruction or other communication.
12. We acknowledge that the Bank already have a right of set-off or lien arising under law against my/our other accounts, whether in Singapore or elsewhere, held with the Bank, even though the credit balances may not be in the same currency.
13. Where the Customer consists of more than one person, their obligations and liabilities hereunder shall be joint and several. Where the Customer is a corporate or other business entities, the term "the Customer" shall mean the corporate entity, the person, and/or persons from time to time carrying on business in the name of such firm. References to "**the Customer**" shall include the Customer's successor and assign.
14. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by the law. If any form or condition herein becomes illegal, invalid or unenforceable, the remaining terms and conditions shall not be prejudiced thereby. This indemnity will be in force until we give the Bank a written notice to terminate

or withdraw from these services and/or upon closure of the account(s). Any such notification to terminate or withdraw from these services will require at least one (1) working day to take effect. "**Working day**" means a day (excluding Saturdays, Sundays and Public Holidays) on which commercial banks are open for business in Singapore.

15. The rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of Republic of Singapore. We agree to submit to the non-exclusive jurisdiction of the Courts of Singapore but the Bank shall be entitled to enforce this indemnity in other courts of competent jurisdiction as the Bank may select in its absolute discretion.
16. For the avoidance of doubt, any reference to "**electronic**" shall include email and any instructions or communication or document(s) addressed to the Bank that has been attached to such email.
17. The existing provisions of authorisation and indemnity shall remain in full force and effect until the Bank receives notice of termination in writing from us, save that such termination will not release us from any liability under this letter and indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms of this letter prior to the date of such termination or date of receipt of such notice whichever is later.

Yours faithfully,

Applicant Name: _____

Signed for and on behalf of Applicant
Signature of Authorised Signatory of Applicant:

Name:
Designation:
Date:

BANK Email: megasgrem@megaicbc.com or obssgp@megabank.com.tw

BANK FAX No.: (65) 6536-9773 or (65) 6227-1858