

**AGREEMENT
AUTHORISING INSTRUCTION AND/OR APPLICATION
BY FACSIMILE TRANSMISSION**

Date:

TO:HUA NAN COMMERCIAL BANK – HOCHIMINH CITY BRANCH
(Hereinafter referred to as the “Bank”)

FROM:
.....
(Hereinafter referred to as the “Customer”)

1. Withdrawals from the Customer’s account(s) maintained with the Bank in US Dollars or any other currencies; or
2. Outwards remittances by debiting the Customer’s account(s) with the Bank whether in US Dollars or any other currencies to a party or parties as specified in the application; or
3. Making advances whether in US Dollars or any other currencies to the Customer; or
4. Placing time deposits with the Bank; or
5. Issuance of letters of credit for the Customer; or
6. Negotiation of letters of credit for the Customer
7. Processing of collections under the Customer’s letters of credit; or
8. Issuance of guarantees for the Customer; or
9. Processing of foreign exchange transactions including spot, forward, swap with the Bank; or
10. Processing of inquiries on account balances, transactions and other matters.

The Customer acknowledges that facsimile transmission may not be a secure or reliable means of giving instructions and/or applications and the Customer is also aware of the risk to be borne by the Customer in relation to the Customer’s using facsimile to process the above mentioned transactions.

In consideration of the Bank’s acceptance of the Customer’s request to allow the Customer to issue instructions by facsimile as specified above, the Customer agrees as follows: (below (1) if not, no need fill in)

1. Customer assign Mr./Ms _____ PP/ID: _____ TEL: _____
and _____ PP/ID: _____ TEL: _____
and _____ PP/ID: _____ TEL: _____
and _____ PP/ID: _____ TEL: _____

To make the confirmation of all fax transactions (Customer should inform the Bank by letter if any changes of the above assigned person(s)).

2. In case, the Bank can not contact the above assigned persons the Bank shall not process the transactions temporarily.
3. Instructions and applications by facsimile transmission shall be on the Bank’s printed form (if required by the Bank) properly filled, with the Customer’s authorized signature(s) and applicable to the particular transaction and current at the time such instructions and/or applications shall be subject to the Bank’s current terms and conditions related to the specific transaction requested.
4. The Bank may act upon instructions given in the form of facsimile transmission in accordance with this Agreement during the Bank’s usual banking hours on the earliest banking day possible, as determined by the time of receipt and the type of transactions required. However, the Bank is under no obligation to accept any instructions and/or applications given by facsimile transmission from or purporting to be from the Customer and the Bank may in its sole discretion and request the Customer to provide it with the original instructions/applications.
5. The Customer will indemnify the Bank harmless from and against all losses, liabilities, damages, demands and expenses that the Bank may incur (other than due to the Bank’s own gross negligence or willful misconduct) including without limitation legal fees and disbursements reasonably incurred by the Bank, arising from the Bank, acting or declining to act upon any facsimile instructions or information given to the Bank by the Customer’s or purporting to be from the Customer. This includes any losses in acting on facsimile instructions which bear the signature of the Customer’s authorized signatories but which may be forged or unauthorized. This indemnity is in addition to any other indemnification or assurance against loss provided by the Customer to the Bank.
6. To provide within (10) ten business days the original instructions and/or applications which the Customer has sent to the Bank in the form of facsimile transmission from the date thereof and the Bank may refuse to accept further instructions and/or applications if the Customer fails to fulfill this obligation.
7. In case within (10) ten business days the Bank has not received the original instructions and/or applications, thereafter the Bank is entitled (but not obliged) to treat the facsimile, which the Bank has received as the original instruction.

8. In case, the original instructions and/or applications are different in any respect from the facsimile transmission, the facsimile transmission will be treated as the valid instruction/application.
9. The Bank will not be responsible for any liabilities, damages, demands or expenses that the Customer incurs due to the Bank acting or failing to act upon instructions and applications received by facsimile (except due to the Bank's gross negligence or willful misconduct). In the event of the Bank's gross negligence or willful misconduct, its liability to the Customer will be limited to the amount stated in the relevant instruction. The Bank will not in any event be liable for any incident, consequential or indirect damages, or for loss of profit.

For the purpose of this Agreement, "gross negligence or willful misconduct" is defined as follows:

- i. Where the amount actually withdrawn or remitted is more than the amount actually specified in the facsimile transmission, caused by the Bank;
 - ii. The authorized signature(s) filed with the Bank is different from the signature(s) in the facsimile transmissions. Provided that the Bank shall be entitled to rely on signature(s) in the facsimile transmissions which are, in the opinion of the Bank, reasonably similar to the signature(s) filed with the Bank;
 - iii. Inconsistency between the payee/address to whom/where the amount actually remitted to and the payee/address specified in the facsimile transmission, caused by the Bank;
10. The Bank is authorized to debit the Customer's account(s) with the Bank for the amount which is payable to the Bank pursuant to this Agreement.
 11. This Agreement is a valid and binding obligation of the Customer, enforceable in accordance with its terms. The terms of this agreement shall remain in full force and effect unless and until the Bank receives and has reasonable time to act upon notice of termination from the Customer in writing with the authorized signature(s), save that such termination shall not release the Customer from any liability hereunder in respect of any act performed by the Bank in accordance with the terms of this agreement prior to the expiry of such time.
 12. This Agreement shall be governed by, and shall be construed in accordance with the laws of the Socialist Republic of Vietnam. Any dispute between the parties arising out of this Agreement shall be resolved through mutual consultation and amicable settlement. In case the dispute can not be resolved amicably, this dispute will be brought to a competent economic court of Vietnam.

Requested by:

Authorized Signature(s)