

Authorisation for Facsimile Instructions (the “Authorisation”)

Date :

To: The Shanghai Commercial & Savings Bank, Ltd., Singapore Branch (hereinafter as the “**Bank**”, which expression shall include its successors and assigns)

I/We _____, hereby irrevocably and unconditionally authorise the Bank (as it deems fit) to accept and act upon any instructions and/or request transmitted to the Bank by facsimile (“**fax**”) given and/or made by and/or expressed to come from me/us or my/our signature on the Signature Specimen Card (hereinafter “**Authorised Signatory**”) which the Bank in its sole discretion believes to have emanated from **Authorised Signatory** in relation to the following accounts (hereinafter “**fax instructions**”).

I. Debit from the following account(s) (please cross out any unused space):

Account No.: _____; Account Name: _____
 Account No.: _____; Account Name: _____
 Account No.: _____; Account Name: _____

II. Credit to the following account(s) (please cross out any unused space and use continuation sheet(s) if necessary):

1. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

2. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

3. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

4. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

5. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

6. Name of Payee: _____;
 Payee’s Bank: _____;
 Payee’s Account No. _____

7. Name of Payee: _____;



處處為您著想……

上海商業儲蓄銀行

THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.

Payee's Bank: _____;

Payee's Account No. _____

III. Person(s) responsible for confirming fax instructions with the Bank in any order of contact preference (please cross out any unused space and use continuation sheet(s) if necessary):

1. Name and Title: _____; Telephone No.: _____

E-mail Address: _____; Fax No.: _____

2. Name and Title: _____; Telephone No.: _____

E-mail Address: _____; Fax No.: _____

3. Name and Title: _____; Telephone No.: _____

E-mail Address: _____; Fax No.: _____

In consideration of the Bank agreeing to accept and act upon the fax instructions, **I/we acknowledge, accept and agree that there are certain risks inherent in giving fax instructions to the Bank, including but not limited to the following situations: (a) the fax instructions may be given by an unauthorised person and/or for dishonest purposes; (b) the signature on the fax instructions may be forged; (c) the fax instructions may be transmitted to wrong numbers, or may never reach the Bank and may thereby become known to third parties; and (d) the staff of the Bank may not be able to ascertain the identity of the person giving the fax instructions.** I/We hereby agree and undertake to the Bank as follows:

1. The use of the fax instructions for any transaction or dealing shall be subject to the terms and conditions set out in this Authorisation. If any such fax instructions is not strictly in accordance with the terms and conditions set out in this Authorisation, the Bank shall be entitled (in its absolute discretion) to decline or refuse to comply with such fax instructions. Any other terms and conditions governing the accounts, transactions, dealings, services, products, information, benefits or privileges shall continue to apply. If there shall be any conflicts between such other terms and conditions and the terms and conditions herein, then for the purpose of the fax instructions, the terms and conditions in this Authorisation shall prevail.
2. I/We acknowledge that the transmission of information through fax instructions is not a secured means of sending information, and may be subject to tampering and unauthorised access, and the whole or part of the information in the fax instructions may not be received by the Bank.
3. **I/We shall bear all risks arising from the Bank accepting and/or acting upon any fax instructions, including but not limited to those arising from errors, malfunctions or faults in any equipment or exchange interface or transmission errors, omissions and distortions arising from the provision of telecommunication services, and misunderstandings or reasonable errors made by the Bank regarding my/our identity and/or the identity of my/our Authorised Signatory. The Bank shall act in good faith and shall not be responsible for any loss, liability or damages arising from misunderstanding, errors, lack of clarity, fraud, forgery or unauthorised instructions given by any unauthorised party in respect of the fax instructions.** I/We irrevocably authorise the Bank to debit my/our account of any charges, losses or expenses.
4. All fax instructions must bear signature(s) signed in accordance with the Signature Specimen Card, and shall correspond to the record kept by the Bank.
5. The Bank will act upon the fax instruction in accordance with the Bank's normal business practices and procedures if the Bank considers that the fax instruction is practicable and reasonable. Any action by the Bank will be taken during the Bank's usual banking hours on the earliest banking day possible, as determined by the time of receipt of the fax instruction and the type of transaction required. I/We undertake that I/we am/are willing to provide the Bank with any information relating to the fax instruction and/or deliver the original fax instructions at any time upon request.

6. The Bank shall be entitled at any time, at its sole discretion, to demand confirmation of any or all fax instructions. **The Bank also reserves its rights to refuse at any time, at its sole discretion, to act upon any fax instructions given by me/us and/or my/our Authorised Signatory, and to determine the priority in disposing the fax instructions, without giving prior notice or any reason therefor. The Bank shall not be liable for any loss or damage suffered or incurred by me/us as a result of such refusal or determination, even if the person who has received the fax instructions on behalf of the Bank may have indicated his acceptance of such fax instructions.** In any circumstances, the Bank may at its sole discretion cancel or otherwise dispose the fax instructions as it thinks fit.
7. **Notwithstanding anything in this Authorisation, the Bank shall not be responsible for any liability, damages, demands or expenses that I/We incur due to the Bank acting or failing to act upon instructions or information received (except for the Bank's gross negligence or willful misconduct). In the event of the Bank's gross negligence or willful misconduct, the Bank's liability to me/us shall be limited to the amount involved in the relevant fax instruction. The Bank shall not in any event be liable for any incidental, consequential or indirect damage, or for loss in profit.**
8. All fax instructions once given by me/us and/or my/our Authorised Signatory, shall not be revoked or withdrawn without the prior consent of the Bank. All fax instructions (acted upon by the Bank in good faith) are irrevocable and shall be binding on me/us, whether or not such fax instructions are given by me/us or purported to be given by me/us. All transactions made by the Bank pursuant to the fax transactions and the records thereof, upon completion, shall be conclusive evidence of the relevant transactions, records or balances in my/our accounts. Notwithstanding any provisions set out in any other authorisations signed by me/us in respect of monthly statements or similar documentation issued by the Bank, I/we shall not in any circumstances dispute the validity of the transactions made pursuant to the fax instructions and the records thereof.
9. If the Bank accepts the fax instructions and acts upon such fax instructions in accordance with the provisions hereof or the provisions of any other authorisation signed by me/us in respect of accounts with the Bank, the Bank shall not be under any duty to verify the authenticity of such fax instructions or the identity or authority of the person giving or purporting to give such fax instructions. The Bank may act upon any fax instructions upon receipt, regardless of whether the Bank receives such instruction and/or written confirmation thereof subsequently by post, by hand, or otherwise.
10. The Bank may treat all fax instructions as being fully authorised by and binding on me/us and may act upon the same, regardless of any circumstances prevailing at the time of giving such fax instructions or the nature or amount of the transaction involved and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, provided that the Bank or any of its officers or employees believe such fax instructions to be genuine at the time they were given. The Bank shall not be liable for any loss suffered or incurred by me/us as a result.

11. Proof of dispatch of fax instructions by me/us and/or my/our Authorised Signatory shall not constitute proof of receipt of such fax instructions by the Bank. Unless such fax instructions are given in accordance with the manner specified by the Bank, and the Bank has actually received the same, otherwise the Bank shall not be treated as having received such fax instructions.
12. I/We shall keep the Bank and all its directors, officers, employees, agents and related persons fully indemnified (in case of joint account, jointly and severally) against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including but not limited to legal costs) arising directly or indirectly out of or in connection with the fax instructions or the Bank acting or declining to act upon any fax instruction given to the Bank in accordance with this Authorisation. This indemnity is in addition to any other indemnity or assurance against loss provided by me/us to the Bank.
13. I/We agree to hold the Bank harmless and to keep the Bank fully indemnified (in case of joint account, jointly and severally) against any loss whatsoever which it may suffer as a result of acting upon fax instructions which the Bank reasonably believes to have been given on behalf of me/us and/or my/our Authorised Signatory. I/We agree to perform and ratify any contract entered into or action taken by the Bank as a result of such fax instructions, and shall compensate for the above loss according to the Bank's request.
14. I/We shall, before giving any fax instructions, ensure that there are sufficient funds available in the relevant accounts or arrange for financing in advance. The Bank shall not be liable for any consequences arising from its failure to act upon any fax instructions due to there being insufficient funds in the accounts and/or lack of financing arrangement in advance.
15. The Bank may from time to time amend this Authorisation and/or add new terms and conditions thereto. Any amendment and/or addition to this Authorisation shall be binding on me/us provided that the Bank shall give reasonable notice to me/us by post, advertisement, or in any other manner as the Bank sees fit one (1) month prior to such amendments or additions taking effect. I/We shall be deemed to have agreed to such amendment or addition unless termination is made thereto on or before the effective date of such amendment or addition.
16. The Bank has the right to terminate this Authorisation by giving three (3) days' notice to me/us. If I/We fail to comply with any of the terms of this Authorisation or as stipulated by the Bank, the Bank is entitled to forthwith terminate this Authorisation without prior notice to me/us. My/our obligations and liabilities under this Authorisation in respect of any omission or act done or performed or carried out in accordance with my/our fax instructions prior to the date of termination of this Authorisation shall survive the termination of the Authorisation.
17. This Authorisation shall remain in full force and effect unless and until the Bank has received a written notice of termination signed by me/us, and the Bank has been given reasonable time to act thereon (“**the Reasonable Period**”). Notwithstanding the aforesaid, such termination shall not discharge any of my/our

liabilities or obligations incurred or existing under the provisions hereof in connection with the Bank acting upon any fax instructions before the expiry of the Reasonable Period.

18. In the case of a joint account, the expression “I/We” herein shall mean each and every joint account holder. This Authorisation shall be binding on each and every joint account holder, and the obligations and liabilities of each joint account holder in connection with any transactions and dealings carried out pursuant to fax instructions shall be joint and several. Any reference to “I/We” shall include the successors or assigns of each and every joint account holder.
19. Without prejudice to any general and banking lien, right of set-off or other rights to which the Bank may be entitled, the Bank shall be entitled and is authorised to the fullest extent permitted by law, without notice to me or any other person(s), to set-off and appropriate any credit balance in any of my/our accounts with the Bank against any of my/our liabilities to the Bank. The Bank is also authorised to purchase other currencies with the money standing to the credit of any such account(s) as may be necessary for this purpose.
20. Any fax instructions given by me/us shall be subject to such monetary limit in respect of each transaction, such daily limit and such overall monetary limit for all transactions as prescribed by the Bank from time to time.
21. If there shall be any conflict between the provisions of this Authorisation and the facsimile indemnity provisions in any other terms and conditions governing services, facilities and products of the Bank and/or general descriptive information about the Bank’s services which are provided in accordance with the Banking Act (Chapter 19) of Singapore issued by the Monetary Authority of Singapore (as amended from time to time), the provisions of this Authorisation shall prevail.
22. I/We agree that any previous documents or agreements in relation to fax instructions shall be immediately superseded / cancelled upon this Authorisation coming into effect.
23. No delay or omission on the Bank’s part in exercising any right, power, privilege or remedy under this Authorisation shall be construed as a waiver of such right, power, privilege or remedy. The rights, powers, privileges and remedies under this Authorisation are not exclusive of any other rights, powers, privileges or remedies provided by law. If any forms or terms set out in this Authorisation shall become illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining terms and provisions hereof shall not in any way be affected or impaired thereby.
24. This Authorisation shall be governed by and construed in accordance with the laws of Singapore. I/We hereby submit to the non-exclusive jurisdiction of the Singapore Courts.
25. I/We have read all the contents of this Authorisation before signing the same.



處處為您著想……

上海商業儲蓄銀行

THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.

This Authorisation takes effect on _____

	Witnessed by	Checked by	Approved by
Date			

Signed by account holder/Authorised Signatory

(Please sign in accordance with the Signature Specimen Card)