



處處為您著想……

上海商業儲蓄銀行  
THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.

## Authorization for Facsimile Instructions (“this Authorization”)

Date :

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

I/We \_\_\_\_\_, hereby irrevocably and unconditionally authorize the Bank (as it sees fit) to accept and act upon any instructions and/or requests 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 “**Authorized Signatory**”) in relation to the following accounts (hereinafter “**fax instructions**”).

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

Account No.: \_\_\_\_\_ ; Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_ ; Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_ ; Account Name: \_\_\_\_\_

II. Credit 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: \_\_\_\_\_ ;



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Payee's Account No.: \_\_\_\_\_

7. Name of Payee: \_\_\_\_\_;

Payee's Bank: \_\_\_\_\_;

Payee's Account No.: \_\_\_\_\_

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

1. Name : \_\_\_\_\_; Title: \_\_\_\_\_;

Telephone No.: \_\_\_\_\_

2. Name : \_\_\_\_\_; Title: \_\_\_\_\_;

Telephone No.: \_\_\_\_\_

3. Name : \_\_\_\_\_; Title: \_\_\_\_\_;

Telephone No.: \_\_\_\_\_

In consideration of the Bank agreeing to accept and act upon 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 (a) the fax instructions may be given by an unauthorized 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 fax instructions for any transaction or dealing shall be subject to the terms and conditions set out in this Authorization. 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 fax instructions, this Authorization 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 unauthorized 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 interruption in transmission, and misunderstandings or reasonable errors made by the Bank regarding my/our identity and/or the identity of my/our Authorized Signatory. The Bank shall act in good faith and shall not be responsible for any liability or responsibility in respect of fax instructions.** I/We irrevocably authorize 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 specimen signature designated in 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. I/We undertake that I/we am/are willing to provide the Bank with any information relating to the fax instruction at any time.
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 Authorized 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. All fax instructions once given by me/us and/or my/our Authorized 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 authorizations 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.
8. 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 authorization 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. Notwithstanding the foregoing, **I/we shall deliver the written confirmations of all fax instructions to the Bank as soon as possible, and shall mark thereon with the words "Confirmation only - do not duplicate", for the avoidance of duplicate execution. If there is any discrepancy between the fax instructions received and acted upon by the Bank and the subsequent written confirmation thereof, or that the written confirmation delivered subsequently has not been marked with the words "Confirmation only - do not duplicate" thereby resulting in duplicate execution, the fax instructions received and acted upon by the Bank shall be deemed to be the instruction given by me/us, and shall be final and conclusive, and binding on me/us.** The Bank is entitled to fax or mail/E-mail the certificate to the Contact Person, designated in this Authorization or designated in the "Application and Agreement for Opening Account", or any person designated in written notice by us from time to time, after receiving the Fax Instructions provided that the aforesaid shall not constitute any and all obligation owing by the Bank.
9. The Bank may treat all fax instructions as being fully authorized 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.
10. Proof of dispatch of fax instructions by me/us and/or my/our Authorized 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.

11. 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 Authorization. This indemnity is in addition to any other indemnity or assurance against loss provided by me/us to the Bank..
12. 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 Authorized 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.
13. 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 insufficient funds in the accounts and/or lack of financing arrangement in advance.
14. The Bank may from time to time amend this Authorization and/or add new terms and conditions thereto. Any amendment and/or addition to this Authorization shall be binding on me/us provided that such amendment and/or addition shall be announced by publication at the Bank's office or in the website of the Bank, or in any other manner as the Bank sees fit 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.
15. This Authorization 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**”). The Bank may, at its discretion, suspend or terminate this Authorization without prior notice, if: (i) I/We failed to comply with any terms or conditions of this Authorization, or (ii) the Bank deems required. 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.
16. In case of joint account, the expression “I/We” herein shall mean each and every joint account holder. This Authorization 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.

17. 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 authorized 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 authorized to purchase other currencies with the money standing to the credit of any such account(s) as may be necessary for this purpose.
18. 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.
19. If there shall be any conflict between the provisions of this Authorization and the telephone/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 Vietnam Law on Credit Institutions (as amended from time to time), the provisions of this Authorization shall prevail.
20. No delay or omission on the Bank's part in exercising any right, power, privilege or remedy under this Authorization shall be construed as a waiver of such right, power, privilege or remedy. The rights, powers, privileges and remedies under this Authorization are not exclusive of any other rights, powers, privileges or remedies provided by law. If any forms or terms set out in this Authorization 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.
21. To provide within (10) ten business days the original instructions and/or applications which I/We have 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 I/We fail to fulfill this obligation.  
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.
22. **Notwithstanding anything in this Authorization, 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.**
23. This Authorization shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam. Any dispute arising out of this Authorization shall be brought to a competent court of Vietnam.



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24. I/We have read all the contents of this Authorization before signing the same.

This Authorization takes effect on \_\_\_\_\_

	Witnessed by	Checked by	Approved by
Date			

\_\_\_\_\_  
Signed by account holder/Authorized Signatory

(the signature or chop shall correspond to that on the specimen signature designated in the Signature Specimen Card)