**AUTHORITY AND INDEMNITY IN RESPECT OF FACSIMILE, EMAILAND OTHER ELECTRONIC INSTRUCTIONS**

To :**INDUSTRIAL BANK CO., LTD.**

(A joint stock company incorporated in P.R.C with limited liability), Hong Kong Branch(the “**Bank**”)

Dear Sirs,

1. I/We, [Name of Account Holder] (the “**Account Holder**”, “the **Customer**” or **“I/we**”), refer to the Account Opening Form, the Bank’s General Agreement by Customer(s) signed by me/us (as amended, supplemented and/or replaced from time to time by the Bank, the “General Agreementby Customer(s)”)and other relevant documents or agreements betweenthe Bank and myself/ourselves governing the operation of my/our Account No:      and all my/our other accounts opened with the Bank(whether now or in the future), credit and other facilities, trade finance facilities,andall the other banking services or facilities with the Bank.
2. Notwithstanding the terms of (i) the Account Opening Form, (ii) the General Conditionsfor Accounts, (iii) the General Agreement by Customer(s), (iv)any existing or future mandate or other agreement or supplement, amendment or modification to the aforesaid documents,and(v) any other relevant documents or agreements or course of dealing between the Bank and the Account Holder, I/we hereby request and authorise the Bank (but the Bank is not obliged) to rely upon and act in accordance with any instruction or other communication in respect of any of my/our accounts opened with the Bank(whether now or in the future)which may from time to time be, or purport to be, given by the Account Holder or by any person purportedly acting on behalf of the Account Holderby facsimile, email or any other electronic channels,without inquiry on the Bank’s part as to the authority or identity of the person(s) making or purporting to make such instruction or other communication and regardless of the circumstances prevailing at the time of such instruction or other communication.
3. In consideration of the Bank agreeing to rely upon and act in accordance with the aforesaid instructionsor other communication, I/we hereby agree that:
4. The Bank shall be entitled to treat such instructions or other communication as fully authorised by and binding upon the Account Holder and may act on them(even if such instructions or other communication may be incomplete, unclear or conflicting), or refuse to act on any of them without giving any reasons (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant instructions or other communication), without responsibility or liability on the Bank’s part for any such acting or refusal or delay in acting as a result.
5. The Bank may require any of such instructionsor other communicationto be in such form as the Bank may determine or specify from time to time before relying upon and acting in accordance with them.
6. The Bank shall be entitled (but not bound) to verify any of such instructions or other communication as the Bank sees fits before it decides to act on the same.I/We hereby designate any one of the following telephone numbers for the Bank to seek confirmationof any of such instructions or other communication by telephone, if so required in the Bank’s sole discretion:

**Name Contact Telephone Number**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_

1. The Bank is authorised to record the telephone conversations with any of the above persons, in writing or by tape or other means as the Bank may determine, and the Bank’s records (including any transcript) shall be conclusive and binding on the Account Holder and may be used in any dispute with the Account Holder. The Bank may dispose of such records after expiration of such period as it sees fit.
2. I/We shall confirm each of such instructions, by returning the original of the relevant instruction application duly signed by the authorised signatory(ies) of the Account Holder within 10 days after such instruction has been effected.  If the original of any such instruction applicationisnot received by the Bank within such period, the Bank may inits absolute discretion refuse to rely upon and act in accordance with any future facsimile, email and other electronic instructions of the Account Holder. Failure to return the original of the relevant instruction application shall not affect the authorisation or indemnity contained herein. To avoid duplication, I/we agree to clearly mark on the original of the relevantinstruction application with the following wording:

“Faxed on [dd/mm/yyyy]. For Confirmation Only” or

“Emailed on [dd/mm/yyyy]. For Confirmation Only”

1. [For fund transfer to a third party payee with value over [HK$1,000,000] or its equivalent, I/we hereby request and authorise the Bank (but the Bank is not obliged) to rely upon and act in accordance with any of such instructions only if such third party payee is one of the following persons:

Name of Payee(s)

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

I/We shall notify the Bank in writing for any amendment of the above payee list. The Bank may revise the threshold limit of [HK$1,000,000] in its sole discretion and notify the Account Holder in writing of such revision within [2 business days].]

1. The Bank will not be liable for any failure or delay in acting on any of such instructions or other communication by reason of any circumstances beyond the Bank’s control including, without limitation, any breakdown of or delay or error in or failure of transmission or communication facilities for whatsoever reason.
2. I/weshall fully indemnify the Bank and to keep the Bank fully indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with any of such instructions or other communications, provided thatthe Bank has acted in good faith.
3. I/We acknowledge that I/understand all the consequences of accepting this letter and agree to accept full responsibility for all consequences and risks relating to the above instructions or communication and that the Bank will not be liable for any losses or damages arising provided that the Bank has acted in good faith.
4. The terms of this letter shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, a notice of termination from the Account Holder in writing (signed by the authorisedsignatory(ies) of the Account Holder), except that such termination will not release the Account Holder from any liability under this letter in respect of any act performed by the Bank in accordance with the terms of this letter prior to the expiry of such time.
5. The terms of the General Conditions for Accounts and the General Agreement by Customer(s) (except to the extent expressly inconsistent therewith) shall be applicable to this letter with same effect.
6. This letter shall be governed by and construed in all aspects in accordance with the laws of Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”). I/We irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce this letter in courts of other competent jurisdiction as the Bank may select.
7. If there is a discrepancy between the English version and Chinese version of this letter, the English version shall prevail.

Yours faithfully,

Date :

S.V.

Authorised Signatory(ies) (For and on behalf of Account Holder)

Name of Account Holder:

Certificate of Incorporation / Business Registration / Other Registration Document\* Number:

*\*Please delete if appropriate*

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| --- | --- | --- |
| **For Bank Use Only** | | |
| Client Number: |  | |
| Signature Verified By: | HandledBy: | ApprovedBy: |