

**AUTHORISATION AND INDEMNITY
IN RESPECT OF FACSIMILE AND EMAIL INSTRUCTIONS**

To: **CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)**

Important Notice to the Customer

This is an important document. Please read the terms and conditions of this document carefully and make sure you understand them. This document is legally binding on the Customer when signed.

- The Customer must consider the possible risks inherent in the giving of facsimile and email instructions, including without limitation:
 - (a) non-original signatures on the facsimiles, emails or the attachments thereto may be forged and/or made without proper authority; and
 - (b) instructions given by facsimile and email may be transmitted to wrong numbers or email addresses, or may never reach the Bank and thereby become known to third parties.
- The Customer should not authorise the Bank to accept facsimile or email instructions unless the Customer is prepared to undertake the relevant risks.

Name of Customer: _____ (the "**Customer**")

The Customer named above requests and authorises CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "**Bank**") to accept, rely and act in accordance with any instructions sent to the Bank by facsimile or email (including any attachment thereto) (the "**Instructions**", and each an "**Instruction**") in relation to the Customer's account(s) with the Bank, any service(s) provided by the Bank and/or any transaction(s) or dealing(s) between the Bank and the Customer as if duly made in writing by or on behalf of the Customer.

The Customer acknowledges the "Important Notice to the Customer" above and hereby accepts all Risks (as defined below) in connection with the Instructions.

In consideration of the Bank agreeing to act on any Instructions at its sole discretion, the Customer agrees and undertakes to the Bank as follows:

1. Instructions may be given by (i) the Customer or (ii) by any person(s) who is/are authorised to operate the Customer's account(s) or to act on the Customer's behalf in relation to any service(s) provided by the Bank and/or any transaction(s) or dealing(s) between the Bank and the Customer (the "**Authorised Person(s)**").
2. Notwithstanding the terms of the mandates and other agreements and documents or course of dealing between the Customer and the Bank, the Bank is entitled, but not obliged, to rely upon and act in accordance with any Instruction from time to time given, or purported to be given, by the Customer or by any Authorised Person(s).
3. The Bank shall be entitled to treat any Instruction given, or purport to be given, by the Customer or by any Authorised Person(s) as fully authorised by and conclusively binding upon the Customer for all purposes without the Bank making any further verification or inquiry with the Customer, and shall be entitled (but not bound) to take such steps in connection with or in reliance upon such Instruction as the Bank may in good faith consider appropriate.
4. The Bank shall not be under any duty to inquire or verify the authenticity of any Instruction or the

identity or authority of the person or persons giving Instructions purportedly in the Customer's name before the Bank acts on it and any transactions made pursuant to such Instructions shall be binding upon the Customer whether made with or without the Customer's authority, knowledge or consent, except where the Bank has actually received the Customer's notification in writing that the relevant Instruction is forged or unauthorised before the Bank acts on that Instruction.

5. There is no monetary limit on the amount for any Instruction to be given, or purported to be given, on the Customer's behalf to the Bank.
6. The Customer agrees to accept the risks inherent in authorising the Bank in accepting such facsimile or email Instructions, including (without limitation):
 - (a) the forgery, invalidity or lack of authority of signatures on the facsimiles;
 - (b) the forgery, invalidity or the lack of authority of the relevant email (or the attachment thereto);
 - (c) the presence of computer viruses or such other malicious programs that may adversely affect the Customer's computer systems;
 - (d) their vulnerability to unauthorised interception by third parties; and
 - (e) the consequences of such facsimile or email Instructions being misrouted, delayed or otherwise not delivered,(collectively the "**Risks**").
7. The Customer agrees that the Bank will not be liable to the Customer for any losses, liabilities, claims or expenses which the Customer may suffer if the Bank has acted on any Instruction arising from one or more of the Risks or any other risks which the Customer accepts in connection with the usage of facsimile or email Instructions, provided only that the Bank has acted in good faith believing it to be genuine or authorised as the case may be.
8. The Customer undertakes to indemnify the Bank and its officers, employees, agents and correspondents and to keep them indemnified at all times on a full indemnity basis against all losses, liabilities, claims, actions, proceedings, demands, damages, costs and expenses (including legal expenses) of whatever nature and however arising that the Bank may incur or sustain from acting on any Instructions or in connection with anything done or omitted to be done pursuant to or in reliance upon any Instruction.
9. The Customer hereby irrevocably waives all its rights to challenge or raise any dispute or objection to any Instruction that the Bank has acted on and undertake to defend at the Customer's own cost and expense any action which may be commenced against the Bank in connection with any Instructions.
10. The Customer shall immediately deliver to the Bank the original instruction (marked as confirmation) in respect of an Instruction as soon as such Instruction has been given to the Bank. If the Bank does not actually receive the original instruction or if there is any discrepancy between any Instruction acted on by the Bank and the relevant original instruction, the Instruction acted on by the Bank shall be deemed to be the prevailing instruction given by the Customer.
11. Notwithstanding the foregoing, the Bank reserves the right not to act upon any Instruction received without any liability or giving any reason and the Bank is not liable for any losses that the Customer may suffer as a result of the Bank's decision not to act or delay in acting upon any Instruction.
12. The Bank may record any Instruction by such method as the Bank deems appropriate and the Bank's records of Instructions shall be conclusive and binding on the Customer.

13. The Customer may at any time terminate this request by delivering to the Bank a written notice of termination. Such termination will be effective on the day (the "**Effective Date**") specified in the Bank's written acknowledgment of receipt of the Customer's notice of termination. Our notice of termination shall not have any effect on the obligations of the Customer which arose prior to the Effective Date.
14. Where the term "Customer" consists of more than one person, such persons' obligations and liabilities hereunder shall be joint and several. Any reference to the "Customer" shall include the Customer's successors.

This Authorisation and Indemnity shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Yours faithfully

Signed by or on behalf of the Customer

Signed:
Name:
Title: Authorised signatory
Date:

Signed:
Name:
Title: Authorised signatory
Date: