

**TELEPHONE AND FAX INSTRUCTIONS AUTHORISATION AND INDEMNITY LETTER**

To: **MIZUHO BANK, LTD.**  
12 Marina View  
#08-01 Asia Square Tower 2  
Singapore 018961

Dear Sirs,

Company: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. MIZUHO BANK, LTD. (the "Bank") is hereby instructed to accept and act upon any instructions ("Instructions") given or purported to be given by or on behalf of the abovenamed Company (the "Company") to the Bank in connection with accounts held with the Bank by the Company, services provided or agreed to be provided by the Bank to the Company and/or facilities which may from time to time be made available by the Bank to the Company, which are communicated orally by telephone ("Telephone Instructions") or transmitted by facsimile ("Fax Instructions"), where such Telephone Instructions are given or purported to have been given by, and such Fax Instructions are signed or purported to have been signed by, the person(s) who are, at the time of communication or receipt thereof, as the case may be, persons who have been notified by the Company to the Bank in any notice, mandate, resolution, power of attorney or other document or instrument given by the Company to the Bank, as being authorised by the Company to give Instructions to the Bank, or as authorised signatory(ies) of the Company (each, an "Authorised Person").

2. The Bank may (but shall not be bound to) act on Telephone Instructions or Fax Instructions immediately upon receipt without inquiry as to the identity or authority of the person giving or purporting to give any such Instructions or the authenticity of any such Instructions. If required by the Bank, the Company shall, promptly after communicating any Telephone Instructions or transmitting any Fax Instructions, deliver to the Bank, in the case of Telephone Instructions, a written confirmation signed by its Authorised Person(s) or, in the case of Fax Instructions, a "hard" copy (i.e. the original signed copy) of such Instructions. Notwithstanding the foregoing, the Bank shall be entitled to rely exclusively on its own record (if any) of any Telephone Instructions (which record, if any, shall be conclusive) or, as the case may be, on the Fax Instructions, in the event the Bank acts on them. The Company acknowledges that the Bank may make mechanical recordings of any Telephone Instructions, including conversations which take place during the course of any transaction. The Bank may (but shall not be obliged to) keep a record of any such Telephone Instructions or conversations, which record shall be conclusive evidence that such Telephone Instructions or conversations were in actual fact given or made by the Authorised Person(s) on the terms recorded.

3. The Bank may treat all Telephone Instructions and Fax Instructions received as authentic, valid, properly executed and as fully authorised by and binding on the Company and the Bank shall be entitled (but not bound) to act in connection with or in reliance upon such Telephone Instructions and Fax Instructions as the Bank, its officers, employees or agents may, in good faith, consider appropriate, regardless of the circumstances prevailing at the time of the instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation to the Telephone Instructions and Fax Instructions. The Company irrevocably agrees and declares that the Bank and its officers, employees and agents shall not be liable to the Company for any losses sustained by the Company as a result thereof.

4. Proof of communication of Telephone Instructions or despatch of Fax Instructions to the Bank shall not constitute proof of receipt of the same by the Bank.

5. Should the Bank require that any Telephone Instructions and Fax Instructions be confirmed by the Company to the Bank's satisfaction in accordance with the Bank's security procedures from time to time, such security procedures may, in the case of Telephone Instructions, include the provision of a personal identification number or Bank-initiated telephone callback and, in the case of Fax Instructions, include the requirement that any such Fax Instructions incorporate an identifying code or test and each such Telephone Instructions or, as the case may be, Fax Instructions shall comply with such security procedures as specified by the Bank. The Company acknowledges and agrees that while the Bank may carry out security procedures in relation to any Telephone Instructions or Fax Instructions, the Bank is not obliged to do so and shall be under no liability to the Company or any other person if it does not do so or is unable to complete any such procedures for any reason whatsoever.

6. The Company accepts and undertakes full responsibility for all transactions arising out of any Telephone Instructions or Fax Instructions and will fully indemnify the Bank and its officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses howsoever and by whomsoever sustained, suffered or incurred arising out of anything done or omitted to be done (whether intentionally or otherwise) pursuant to or in connection with any Telephone Instructions or Fax Instructions given.

7. Without limiting any general or banker's lien, right of set-off or other right to which the Bank may be entitled, the Bank shall have the right and is authorised to the fullest extent permitted by law, without notice to the Company or to any other person, to set-off and appropriate any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of the Company or of any other person with any office of the Bank wherever situate to which the Company may be beneficially entitled, whether alone or jointly, against any of the Company's liabilities to the Bank under this Telephone and Fax Instructions Authorisation and Indemnity Letter. The Bank is authorised to purchase with the money standing to the credit of any such account and other currencies as may be necessary for this purpose.

8. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by law. If any term or condition herein is or becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.

9. A person who is not a party to this Letter has no right under the Contract (Rights of Third Parties) Act, Cap 53B to enforce or enjoy any term contained in this Letter.

10. This Letter shall be governed by and construed in accordance with the laws of Singapore. The Company hereby irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
(Name of company)

By: \_\_\_\_\_  
(Authorised Signatory and Company Stamp)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE IN RESPECT OF TELEPHONE INSTRUCTIONS**

To: **MIZUHO BANK, LTD.**  
12 Marina View  
#08-01 Asia Square Tower 2  
Singapore 018961

Dear Sirs

We refer to the Telephone and Fax Instructions Authorisation and Indemnity Letter (the "Letter") from us to you dated \_\_\_\_\_. Terms defined in the Letter shall, unless otherwise defined, have the same meaning in this Notice (this "Notice").

This Notice supersedes all previous notices, mandates, resolutions, powers of attorney or any other document that have been previously delivered to you in connection with the identification and/or authorisation of any Authorised Person(s) in respect of Telephone Instructions only.

We wish to notify you that the Authorised Person(s) set out in Part B below is (are) authorised to execute the transactions set out in Part A below by giving Telephone Instructions, subject always to the terms and conditions of the Letter.

We hereby confirm and agree that, promptly after communicating any Telephone Instructions pursuant to this Notice, we shall, if required by the Bank, deliver to the Bank each of the documents corresponding to the relevant transaction set out in the second column of Part A and/or any other documents that the Bank may require.

We further acknowledge that pursuant to Clause 5 of the Letter, you may, from time to time carry out telephone callback to verify Instructions given by us.

We wish to inform you that the persons set out in Part C are our contact persons whom you may contact for the purposes of carrying out telephone callback to verify any Instructions which you receive from us.

In order to ensure that telephone callback is carried out in a timely manner, we will update you whenever there is a change to our contact list.

**Part A**

TRANSACTIONS APPLIED FOR: (Please mark with an "X")

TRANSACTION TYPE		APPLICATIONS/DOCUMENTS TO BE FOWARDED TO BANK FOLLOWING TELEPHONE INSTRUCTIONS
1. ( )	Time deposit placement/ withdrawal/renewal, including rate fixing.	Original application forms/instructions, debit notices/Duly countersigned confirmation of transaction carried out
2. ( )	Balance inquiries on all accounts of the Company.	-
3. ( )	Instructions (including rate fixing) relating to the following transactions:  (a) derivatives transactions;  (b) spot and forward foreign exchange transactions;  (c) dual currency investments and/or structured deposits; and  (d) other treasury transactions (please specify below): _____	Original written instructions of the Company/ Duly countersigned confirmation of transaction carried out
4. ( )	Fixing of rates for any loan transactions.	Duly countersigned confirmation of rates fixed

**Part B**

AUTHORISED PERSON(S)

	<b><u>Name of Authorised Person(s)</u></b>	<b><u>Title</u></b>	<b><u>Transaction Type Allowed</u></b>
A			
B			
C			
D			
E			

**Part C**

**TELEPHONE CALLBACK CONTACT LIST**

<b>No.</b>	<b>Name of Contact Person</b>	<b>Telephone Number of Contact Person</b>

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
(Name of company)

By: \_\_\_\_\_  
(Authorised Signatory and Company Stamp)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_