

AGREEMENT FOR SERVICES OF INTERNET BANKING, FAX BANKING AND AUTOMATED MESSAGE NOTIFICATION

This Agreement provides for the terms and conditions in connection with transactions or services regarding Internet banking, fax banking and automated message notification from time to time to be made or provided by and between the Customer (as defined below) and Chinatrust Commercial Bank, New Delhi Branch (the “Bank”).

Anything contained herein may or may not apply, or be modified, added to, amended at the Bank’s sole discretion to the extent permitted under the laws of India.

The Customer agrees to comply with and be bound by the terms and conditions herein as existing now or as may be amended, modified, or restated by the Bank from time to time and recognizes that the terms and conditions herein are without prejudice to any right that the Bank may have with respect to providing the services of Internet banking, fax banking and automated message notification in law or otherwise.

1. Definitions

Unless otherwise defined herein, terms used in this Agreement shall have the following meanings:

“**Automated Message Notification Services**” shall mean the services provided by the Bank through (i) e-mails, (ii) AP to AP or (iii) FTP(file transfer protocol) in connection with the information of (i) the account(s) opened by the Customer with the Bank and (ii) transactions made by the Customer with the Bank, when and if the Customer so applies;

“**Business Day**” shall mean any day on which banks in India and (if applicable) the country of the currency of the deposits are open for business other than Sundays and gazette public holidays;

“**Customer**” shall mean the applicant whose name is set forth in the relevant applications submitted to, and approved by, the Bank. The form and substance of the applications may be prescribed by the Bank from time to time.

“**Fax Banking Services**” shall mean any and all services or facilities provided by the Bank to the Customer from time to time through facsimiles, including, but not limited to, fund transfer, remittance, foreign exchange spot transaction, or the application for issuance or amendment of letter of credit, the items and content of which may be increased or modified by the Bank from time to time, and any such increase or modification shall be displayed by the Bank on its website;

“**Force Majeure Event**” shall mean any event the occurrence of which is beyond the reasonable control of either party hereto, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government;

“**Internet Banking Services**” shall mean any and all services or facilities provided by the Bank to the Customer from time to time through the Internet, including, but not limited to, fund transfer, remittance, application for issuance or amendment of letter of credit, or enquiries relating to the above, the items and content of which may be increased or modified by the Bank from time to time, and any such increase or modification shall be displayed by the Bank on its Internet banking website;

“**Service Hours**” shall mean the regular business hours of the Bank on a Business Day, which start from 9:00 a.m. to 3:30 p.m. Indian time, as amended by the Bank from time to time.

Words used herein importing the singular shall where necessary include the plural and *vice versa* and references to persons shall include corporations, partnerships or other entities.



2. General

The terms and conditions in connection with transactions or services regarding the Internet Banking, Fax Banking and Automated Message Notification are more fully described in Annex 1, 2 and 3 attached hereto, respectively. Annex 1, 2 and/or 3, as applicable, will become valid and binding upon the Customer and the Bank only when and if relevant transactions or services described therein shall have been made or provided by and between the Customer and the Bank.

3. Application for Transactions and Services

In order to initiate transactions or continue using the services in connection with the Internet Banking, Fax Banking and Automated Message Notification, the Customer agrees to complete relevant applications in the form and substance prescribed by the Bank from time to time and to provide all necessary information to the Bank. The Bank reserves the rights to approve or disapprove any aforesaid application and may request additional information from the Customer, if necessary.

When the Customer enters into transactions or uses services covered in Annex 1, 2 and/or 3, the Customer agrees to comply with and to be bound by the terms and conditions provided for therein.

4. One Agreement

Each of Annex 1, 2 and 3, when applicable, shall constitute an integral part of this Agreement. In case of any conflict between provisions hereof and provisions in Annex 1, 2 or 3, the latter shall prevail.

5. Force Majeure Event

Neither the Customer nor the Bank will be responsible for any failure to perform any of its obligations under this Agreement if such performance would result in its breach of any law, regulation or requirement of any governmental authority or if its performance is prevented, hindered or delayed by a Force Majeure Event; and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

6. Communication

Unless otherwise provided for in applicable Annex 1, 2 and/or 3, any demand or notice given hereunder (including, but not limited to, notice of change in addresses and facsimile numbers) shall be made in English and in writing, and shall be sent or dispatched in the following ways:

- (i) The aforesaid notice or demand shall be served or dispatched to the relevant party's addressee department, address, or facsimile number specified in and under the account opening agreement made by and between the Customer and the Bank within Service Hours of a Business Day, or to the relevant party's addressee department, address, or facsimile number separately notified in writing. The aforementioned addressee department, address, or facsimile number shall be such in a notice last served on the relevant party. Any demand or notice dispatched without complying with this Article shall be invalid.
- (ii) Any aforementioned notice or demand dispatched or served after the Service Hours shall be deemed dispatched or served on the following Business Day. Notwithstanding any cause resulting in the Customer's or the Bank's lack of knowledge that the other party has moved out of the address or its facsimile number has been changed, the said demand or notice shall be deemed served when it was sent by the sender to the recipient's address or facsimile number last notified; provided, that in the case where the Bank changes its place of business, the Bank may publish public notice in news media, at its places of business, or on its official website, in lieu of the written notice described above.
- (iii) With respect to any demand or notice, (1) it shall be delivered by the postal company authorized by the competent authority if dispatched by mail; (2) it shall be separately confirmed by mail enclosing its original therein if first dispatched by facsimile; (3) a receipt shall be issued by the recipient, if delivered by courier.



- (iv) Any demand or notice shall be deemed served: (1) following the lapse of ordinary mailing time if sent by mail; (2) on the day the recipient receives the facsimile (the sender shall confirm by telephone by calling the recipient after sending the notice or demand by facsimile to confirm the recipient's receipt) if sent by facsimile; (3) when it is delivered if sent by courier.

The Bank's Designated Notice Window:

To the Attention of: Chinatrust Commercial Bank, New Delhi Branch

Address: A1-16, Wenger House, Rajiv Chowk, Connaught Place, New Delhi-110 001

Telephone No.: 91-11-43688888

Facsimile No.: 91-11-23731815

7. Fees and Expenses

The Customer agrees to pay any and all service fees or charges in connection with transaction(s) or service(s) as provided for in Annex 1, 2 and/or 3, and the Bank is authorized to debit such service fees or charges from the account(s) designated by the Customer. The rate for the aforesaid fees or charges shall be set or modified by the Bank from time to time and the Bank shall notify the Customer of the same by whatever means deemed appropriate by the Bank.

8. Confidentiality Obligations

Unless required by law or requested by the court or the banking regulator, the information relating to the Customer or transactions made with the Bank shall be kept confidential by the Bank and shall not be disclosed to any third party unless the Customer otherwise consents except that the Bank may disclose such information to the third party providing outsourcing service to the Bank if and when the outsourcing is permitted by applicable laws or regulations, and in such event the Bank shall cause the third party to comply with the confidentiality obligation as required hereunder.

The information related to the Bank or its services shall be kept confidential by the Customer and shall not, without the Bank's prior written consent, disclose to any third party, unless required by law or requested by the court or the competent regulator governing the Customer.

9. Amendment or Modification

The Bank may add, modify, or amend the terms and conditions in this Agreement at its sole discretion to the extent permitted under the laws of India by giving the Customer not less than 30 days' notice or, exceptionally, such shorter period as is necessary for the effective operation of the services provided for herein.

10. Assignment

The Bank may assign its rights and duties under this Agreement to any other party. The Customer may not assign any of its rights or duties under this Agreement without the Bank's prior written consent.

11. Entire Agreement

This Agreement, together with applications, annexes, attachments, and documents referred to herein, shall form the entire agreement between the Customer and the Bank in connection herewith, and shall supersede any prior discussions and agreements between the Customer and the Bank.

12. Severability

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.



13. Indemnity

The Customer shall indemnify and hold the Bank harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which bank may incur or be subject to, arising out of or related directly or indirectly to the performance by the Bank of its obligations hereunder.

14. Governing Law

This Agreement is governed by and will be construed in accordance with the laws of India.

15. Jurisdiction

In case of any disputes arising from or in connection with this Agreement, the parties hereto consent to submit to the non-exclusive jurisdiction of the courts of India. Each of the Customer and the Bank waives any right it may have to immunity from legal proceedings or execution.

16. Effective Date

This Agreement shall become effective subject to the condition that the Bank shall have accepted relevant applications made by the Customer pursuant hereto.

17. Termination

The Customer or the Bank may terminate this Agreement by way of serving a written notice upon the addressee at least five (5) Business Days prior to the termination date specified in such notice. On termination of this Agreement, the Customer will return to the Bank all related information and equipment supplied by the Bank within a reasonable period set by the Bank.

In case the Customer terminates its account opening agreement made with the Bank, all accounts opened by the Customer with the Bank shall be terminated accordingly, and in such event, this Agreement shall be deemed terminated.

The Customer shall be held liable to pay any and all fees or charges remaining unpaid and outstanding by the Customer prior to the termination of this Agreement.

18. Language

This Agreement may, at the Bank's discretion, be translated into a language other than English. The Customer agrees that such translation shall only be for its convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

19. Captions

The caption of each provision in this Agreement is for reading convenience only and shall have no binding effect whatsoever.

20. Variation, Suspension and Termination of Services

Services covered in Annex 1, 2 and 3, where applicable, may be suspended, in whole or in part, or terminated by the Bank at any time either with respect to any service or facility provided through the services covered in Annex 1, 2 and 3, or generally, without any prior notice being given to the Customer.

Services covered in Annex 1, 2 and 3 may be varied by the Bank at any time with respect to any service or facility provided through the Services covered in Annex 1, 2 and 3, or generally, by giving notice thereof to the Customer.



21. Evidence

Subject to the applicable laws of evidence, each party agrees not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.

22. Waiver

No failure or delay by the Bank in exercising or enforcing any of its right, power or privilege under any of the terms and conditions of this Agreement or relating to any account or service shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.

INTERNET BANKING SERVICES

1. General

This Annex provides for the terms and conditions governing the Internet Banking Services offered by the Bank to the Customer. In order to use the Internet Banking Services, the Customer shall follow the instructions given by the Bank on its Internet banking website whenever the Customer intends to use the Internet Banking Services. Whenever the Customer uses the Internet Banking Services or authorizes any person or officer (“Authorized Person”) to use the Internet Banking Services, the Customer agrees that the terms and conditions hereof (including any amendment or modification made hereinafter) shall apply.

2. Definitions

Unless otherwise defined herein, terms used in this Annex shall have the following meanings:

“**Account**” shall mean the account(s) opened by the Customer or any other person(s) granting the authorization(s) to the Customer with the Bank through which the Internet Banking Services are used by the Customer or its Authorized Person(s);

“**Electronic Data**” refers to any and all information sent and received through the Internet by and between the Customer and the Bank;

“**Instruction**” shall mean the instruction provided to the Bank by the Customer through Internet (certified by Token) in accordance with this Annex;

“**Token**” shall mean a hardware device provided by the Bank to the Customer for the use by the Customer’s Authorized Person(s) to initiate and approve any and all Transactions or Instructions.

“**Transaction**” shall mean a transaction executed by the Bank according to or on the basis of an Instruction; and

“**Website**” shall mean the website designated by the Bank for the provision of Internet Banking Services.

Words used herein importing the singular shall where necessary include the plural and *vice versa* and references to persons shall include corporations, partnerships or other entities.

3. Token

(i) Application for Token

a) Application

In order to initiate or cancel any Transaction or give any Instruction or set up internal approval procedures for any and all Transactions or Instructions, the Customer shall, by way of duly completing applicable application form(s), apply for Token(s) which can be used by the Authorized Person(s). Fees and expenses in connection with the Customer’s application for the Token(s) shall be for the account of the Customer unless otherwise agreed by the Bank, and the Bank is authorized by the Customer to debit the Customer’s Account(s) for the aforesaid fees and expenses.

b) Joint Account and Joint Token

In case an account owned by more than one person (“Joint Account”), each such person may have a separate Token (“Separate Token”) to initiate or cancel any Transaction or give any Instruction, or all of such persons may use one Token (“Joint Token”) to initiate or cancel any Transaction or give any Instruction. Each owner

of a Joint Account shall agree to accept and shall be held liable for any and all Transactions or Instructions made with either a Separate Token or a Joint Token.

c) Delivery of Log-in Password(s) and Token(s)

Unless otherwise requested by the Customer, the log-in password and Token(s) shall be delivered by courier service to the Customer or to the Authorized Person at the address provided by the Customer in applicable application form(s) completed by the Customer, and as long as the log-in password and Token(s) are delivered to the aforesaid address or to the person otherwise designated by the Customer, the Bank shall not be held liable for any use of the log-in password or Token(s) by person(s) other than the Authorized Person(s). The Customer shall properly keep the log-in password and Token(s) and shall allow only the Authorized Person(s) to have access to and use the same.

(ii) Acceptance by Customer(s) of Transaction(s) or Instruction(s)

It is fully acknowledged and agreed by the Customer that any Instruction(s) certified with the Customer's Token(s) shall be deemed as a valid Instruction of the Customer given by the Customer's Authorized Person(s) pursuant hereto. If any Transaction or Instruction is made or given by the Authorized Person(s) of the Customer pursuant hereto, the Customer shall be legally bound by such Transaction or Instruction and shall duly accept, perform or discharge such Transaction or Instruction, and shall in no event make protests in any respect for any reason.

(iii) Loss or Theft of Token(s)

If the Customer's Token(s) is(are) stolen, robbed or otherwise lost, the Customer shall promptly notify the Bank of the same and the Bank may, at the Customer's request, suspend the use of such Token(s). If any Transaction or Instruction is made or given before the Bank's aforesaid suspension, the Bank shall have no liabilities or responsibilities in connection therewith, and the Customer shall bear any and all liabilities or responsibilities arising therefrom. Unless otherwise agreed by the Bank, the Customer shall bear any and all fees and expenses arising from the Customer's application for new Token(s), and the Bank is authorized by the Customer to debit the Customer's Account(s) for the aforesaid fees and expenses.

In case of damage to or destruction of the Customer's Token(s), the Customer may apply to the Bank for new Token(s) at the Customer's own expenses unless otherwise agreed upon by the Bank.

4. Authorized Administrator

- (i) The Customer shall notify the Bank of persons authorized by it to give, modify or approve Instructions or Transactions by way of completing and delivering applicable application forms from time to time prescribed by the Bank. In case of any change in the authorization given to such Authorized Persons, the Customer shall promptly notify the Bank of the same in writing pursuant to applicable application forms from time to time prescribed by the Bank unless otherwise provided for in paragraph (ii) or (iii) below. If the Customer fails to timely notify the Bank of the aforesaid change, any loss or damage arising from such failure shall be only for the account of the Customer.
- (ii) The Customer may, by way of completing and delivering applicable application forms from time to time prescribed by the Bank, apply to the Bank to set and change the Authorized Persons, where the Bank will grant a log-in password to the person designated by the Customer in its application ("Authorized Administrator") so that the Authorized Administrator may set and change the Authorized Persons by himself/herself on the Bank's Internet banking website. The Bank shall be deemed notified of the change to the Authorized Persons when the Authorized Administrator completes such changes on the Bank's Internet banking website, and the Bank may act accordingly and will have no liabilities or responsibilities in connection therewith. The Customer shall properly keep and shall cause the Authorized Administrator to properly keep the aforesaid log-in password.
- (iii) The Customer may, by way of completing and delivering applicable application forms from time to time prescribed by the Bank, apply to the Bank to (a) set and change the authorizations given to the Authorized Persons and (b) set and change the Authorized Persons by itself on the Bank's Internet banking website, where

the Bank will deliver a log-in password and Token to the Authorized Administrator so that the Authorized Administrator may act by himself/herself on the Bank's Internet banking website as aforesaid. The Bank shall be deemed notified of the change to the Authorized Persons when the Authorized Administrator completes such changes on the Bank's Internet banking website, and the Bank may act accordingly and will have no liabilities or responsibilities in connection therewith. The Customer shall properly keep and shall cause the Authorized Administrator to properly keep the aforesaid log-in password and Token.

5. Installation, Safekeeping, Error or Discrepancy

- (i) Before using the Internet Banking Services, unless otherwise agreed upon by the Bank, the Customer shall follow the instructions appearing on the Bank's Internet banking website to install necessary software at the Customer's own expenses. Any and all risks associated with the aforesaid software installation shall be solely borne by the Customer.
- (ii) In addition to the safekeeping of log-in password and Token as required above, the Customer shall properly keep the Token password, which shall be given to the Customer by the Bank, and shall allow only the Authorized Person(s) to have access to and use the same. Any and all losses or damages resulted from the loss, theft, robbery or forgery of any of the aforesaid items which the Customer is required to safekeep shall be borne by the Customer, and the Bank shall in no event be held liable or responsible with respect thereto.
- (iii) If the Customer discovers any error or discrepancy with respect to Transaction(s), the Customer shall promptly inform the Bank of the same by calling the contact numbers as shown in the Bank's Internet banking website. The Bank shall, within thirty (30) Business Days, notify the Customer of the result of the Bank's investigation by phone, and the Bank shall provide the Customer with a written report if so requested by the Customer. It is acknowledged and agreed by the Customer that in the absence of manifest errors, the records of the Bank with respect to Transaction(s) made by the Customer by way of using the Bank's Internet Banking Services shall be final and conclusive.

6. Other Security Safekeeping

- (i) Subject to Clause 4 herein above, the Customer must not allow anyone else to operate the Service on the Customer's behalf.
- (ii) The Customer must not leave the computer system used by it unattended while the Customer is on-line to the service provided for herein. This applies whether the computer system used by the Customer is a device the Customer have sourced independently of the Bank or a device provided by the Bank to access the Service in one of the Bank's branches. However, the public nature of the Bank's branches makes it particularly important that if the Customer access the service provided for herein from a device in one of the Bank's branches, the Customer does not leave the device unattended while on-line and the Customer must ensure that the Customer has gone off-line before leaving the branch.

7. Processing and Effect of Instructions

- (i) Unless otherwise provided herein or agreed upon by the Bank, it is fully understood and agreed by the Customer that if the processing of any of the Customer's Instructions in respect of the Internet Banking Services given to the Bank through the Internet has been completed as shown on the Bank's Internet banking website, such Instructions shall not be withdrawn, revoked, amended or revised. With respect to (i) a Transaction with a future maturity date and (ii) an application for issuance or amendment of letter of credit, the Customer may, through the Internet or in writing, give an Instruction to amend or cancel the aforesaid Transaction or application.
- (ii) The Bank is entitled to act upon any Instruction given by the Authorized Person(s) of the Customer pursuant hereto and bears no responsibility to verify the authority of such Authorized Person(s) or the content of the Instruction(s). The Customer shall acknowledge and agree that the effect resulting from the exchange of Electronic Data made according to the terms and conditions of this Annex is the same as having an agreement in writing made between the Customer and the Bank. In case of dispute, litigation, arbitration, mediation or other

legal proceedings arising from the Internet Banking Service, neither party may claim that the Electronic Data is void or invalid on the ground that such Electronic Data is not signed or made in writing.

8. Liabilities for Indemnities

- (i) The Customer agrees that in case of any loss or damage resulted from any delay, omission, or error in the transmission of Electronic Data, which arises due to causes not attributable to the Bank (including, without limitation, force majeure, suspension, malfunction or breakdown of network system of the Bank or whomsoever), the Bank shall in no event be held liable for such loss or damage unless it is proven that the loss or damage occurs due to the Bank's willful misconduct or gross negligence.
- (ii) Bank will also not incur any liability on account of non-compliance or compliance of Instructions, under following circumstances:
 - a) if, the available funds and/or credit availability in Account or overdraft (if any) to make or complete the transfer is insufficient.
 - b) if a legal order directs the Bank to prohibit withdrawals from Account.
 - c) if the Account is closed or frozen.
 - d) if Customer or its authorized representative commits any fraud or violates any law or regulation.
 - e) if any electronic terminal, telecommunication device, or any part of the Internet Banking Service is not functioning properly.
 - f) if Customer did not properly follow the onscreen instructions for using the Internet Banking Services.

9. Termination

With respect to Transactions with maturity date falling after the termination date as aforesaid, the Bank shall continue to execute or complete all of such Transactions unless otherwise instructed by the Customer.

FAX BANKING SERVICES

1. General

This Annex provides for the terms and conditions governing the Fax Banking Services offered by the Bank to the Customer. In order to use the Fax Banking Services, the Customer shall follow the instructions given by the Bank on its relevant application forms whenever the Customer intends to use the Fax Banking Services. Whenever the Customer uses the Fax Banking Services or authorizes any person or officer (“Authorized Signatory”) to use the Fax Banking Services, the Customer agrees that the terms and conditions hereof (including any amendment or modification made hereinafter) shall apply.

2. Fax Instructions

The Customer hereby authorizes the Bank to accept, rely on and act in accordance with any instructions given by the Customer or Authorized Signatory by facsimile (“Fax Instructions”) in respect of any of the Customer’s accounts maintained with the Bank and any of the Customer’s affairs and dealings with the Bank and any services provided by the Bank.

The faxed copies of any Fax Instruction shall bear the seal(s)/chop(s) and/or signature(s) which the Bank in good faith considers correspond with the impression of the seal(s)/chop(s) and/or signature(s) of the Customer or Authorized Signatory left with the Bank;

Unless otherwise requested by the Bank, the original of the documents transmitted by Fax Instruction are not required to be delivered to the Bank.

Unless otherwise required hereunder, the Customer agrees that the Bank may rely on and is authorized to act in accordance with and execute any Fax Instruction apparently or purporting to be given or made by the Customer or by any Authorized Signatory immediately upon the Bank’s receipt thereof without enquiry on the Bank’s part as to the authority or identity of the person making or purporting to make such Fax Instruction or any other verification and regardless of the circumstances prevailing at the time of such Fax Instruction. The Bank may treat such Fax Instruction as fully authorized by and binding on the Customer and may (but shall not be bound to) take such steps in connection with or in reliance on such Fax Instruction as the Bank may in good faith consider appropriate, whether such Fax Instruction includes instructions to pay money or otherwise, to debit or credit any account, or relates to the disposition of any money, securities or documents or purports to bind the Customer to any agreement or other arrangement with the Bank or with any other person or to commit the Customer to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved.

3. Contact Person

The Customer shall designate contact persons (“Contact Person”) and notify the Bank of the same so that the Bank may confirm with the Contact Person(s) about the content of each Fax Instruction. If the Contact Person is changed by the Customer, the Customer shall promptly notify the Bank of such change. Without such change notification from the Customer, the Bank may continue contacting the previous Contact Person, and the Bank shall have no liabilities or responsibilities for any loss or damage arising from the Bank’s execution of the relevant Fax Instruction as a result of the Bank’s contact with the previous Contact Person.

4. Cap

If a Fax Instruction involves a transaction with a total amount exceeding the cap from time to time set by the Bank (“Cap”), the Bank shall, promptly upon its receipt of such Fax Instruction (“Cap Instruction”), contact the Contact Person via phone to confirm the content of such Cap Instruction. If the Bank fails to get in touch with the Contact Person to confirm the content of a Cap Instruction for whatever reasons, the Bank may refuse to act or execute such Cap Instruction unless the Bank and the Customer otherwise agree in writing. The Bank shall notify the Customer of the amount of the Cap upon the latter’s application for the services hereunder or upon the former’s change in the Cap.

Notwithstanding the above, the Bank reserves the right (but is not obligated) to confirm via phone with the Contact Person about the content of a Fax Instruction which is not a Cap Instruction whenever deemed necessary by the Bank. If the Bank fails to get in touch with the Contact Person to confirm the content of a Fax Instruction for whatever reasons, the Bank may refuse to act or execute such Fax Instruction unless the Bank and the Customer otherwise agree in writing. It is acknowledged and agreed by the Customer that if the Bank, without contacting the Contact Person, acts in accordance with a Fax Instruction which is not a Cap Instruction, any and all liabilities or responsibilities arising from or in connection with such Fax Instruction shall be for the account of the Customer.

5. Refusal to Act

The Customer agrees that the Bank may, at any time and at its discretion, without giving any reason, refuse to act on any Fax Instruction, including without limitation, where: (a) the signature signed or seal/chop affixed on the Fax Instructions or on any copies of any faxed document is obscure or otherwise difficult to verify, (b) the Bank considers that there are suspicious materials contained in any Fax Instruction, (c) the transaction is of a type that may only be made by way of original documents, or (d) the contemplated transaction requires the Customer to appear in person. The Bank may (but shall not be obliged to) use reasonable endeavors to notify the Customer as soon as reasonably practicable of its refusal to act on such Fax Instruction, but the Bank will not in any way be responsible for any loss howsoever incurred whether (directly or indirectly) by the Customer or any person arising from the Bank's refusal to act in accordance with the Fax Instruction, notwithstanding that the Customer may not have been informed of such refusal.

6. Modification or Amendment to Fax Instructions

The Customer acknowledges and agrees that if it intends to modify or amend any Fax Instruction having been sent to the Bank, such modification or amendment can only be made by way of (a) making a phone call to the customer service center of the Bank as appeared on the relevant application forms and (b) sending another Fax Instruction to cancel the previous Fax Instruction and to give a new Fax Instruction and such cancellation will be allowed only before the Bank has acted on the previous Fax Instruction. The Bank is not responsible for any losses or expenses suffered or incurred by the Customer as a result of the Bank acting upon the previous Fax Instruction if the new Fax Instruction is not received by the Bank before it acts upon the previous Fax Instruction.

7. No Recourse

The Customer agrees that the Bank shall be under no duty to enquire as to, or verify, the genuineness, completeness, authenticity, correctness or validity of any Fax Instruction and the Customer shall bear all risks arising from any Fax Instruction (whether or not known, made known or foreseeable by the Customer or the Bank at the time of execution of the Fax Instruction), including, without limitation:

- (i) any problem or breakdown in communications systems or equipment;
- (ii) any errors in transmission of any Fax Instruction;
- (iii) any misunderstanding or errors by the Bank regarding the identity of the Customer, the Authorized Signatory or any other person;
- (iv) any oversight or omission to carry out any instructions or requests contained in any Fax Instruction;
- (v) any lack of clarity in, or misinterpretation or misunderstanding by the Bank of, any Fax Instruction;
- (vi) any unauthorized instructions given by anyone who purports to be the Customer or an Authorized Signatory;
and
- (vii) any fraud or forgery committed by any person,

and, except where willful default on the part of the Bank, while acting on such Fax Instruction, is proven, the Customer shall have no recourse whatsoever against the Bank and the Customer shall be unable to raise any objection



whatsoever regarding such Fax Instruction or any action taken by the Bank in relation to or as a result of receiving such Fax Instruction.

8. Indemnity

The Customer shall indemnify and keep the Bank indemnified from and against all actions, suits, proceedings, claims, damages, expenses, losses and liabilities whatsoever reason arising in connection with or relating to any Fax Instructions and/or Cap Instructions provided by the Customer received by the Bank or claimed to have been sent by the Authorized Signatory.

AUTOMATED MESSAGE NOTIFICATION SERVICES

1. General

This Annex provides for the terms and conditions governing the Automated Message Notification Services offered by the Bank to the Customer. With respect to the Automated Message Notification Services, the Bank will, through e-mails, AP to AP or FTP (file transfer protocol), provide (i) monthly statements regarding the accounts opened by the Customer with the Bank and (ii) prompt notification regarding transactions made by the Customer with the Bank, including, without limitation, trade financings, remittances, term deposits, or loans. The Customer acknowledges and understands that the Bank offers the Automated Message Notification Services at its own costs and expenses. The notifications provided for hereunder are just for reference only, and the records kept by the Bank shall, in the absence of manifest errors, be conclusive evidences in connection with any and all information of the Customer's accounts with the Bank. The Bank reserves the right to modify, suspend or cancel the method or content of the Services provided hereunder.

2. Customer's E-mail / IP Address / URL

The Customer shall timely notify the Bank of any change to the e-mail, IP (Internet protocol) addresses or URL (Uniform Resource Locator) as stated in the application form completed by the Customer regarding the Automated Message Notification Services. Before receiving the change notification, the Bank shall send the notifications as contemplated hereunder to the previous address and the Bank shall in no event be held liable in any respect.

3. Error or Discrepancy

If the Customer discovers any error or discrepancy with respect to the notifications sent by the Bank hereunder, the Customer shall promptly inform the Bank of the same by calling the contact numbers as shown in the Bank's aforesaid notifications. The Bank shall, within thirty (30) Business Days, notify the Customer of the result of the Bank's investigation by phone, and the Bank shall provide the Customer with a written report if so requested by the Customer. It is acknowledged and agreed by the Customer that in the absence of manifest errors, the records of the Bank with respect to the content of the aforesaid notifications shall be final and conclusive.

4. Termination of Services

If the Customer intends not to receive the Automated Message Notification Services offered by the Bank hereunder, the Customer may call the contact numbers as shown in the Bank's aforesaid notifications, and the Bank will accordingly stop the services provided for hereunder.

5. No Recourse

The Customer acknowledges that there are risks associated with sending and receiving information by the aforesaid means and agrees that the Bank will not be liable for any losses or damages of any kind arising out of or relating to the Automated Message Notification Services, the content of notifications or any link, including, but not limited to, damages caused by or related to errors, omissions, interruptions, hacker invasion, interception, virus, trojan, delay in transmission, non-delivery of messages and all other direct, indirect, special, incidental or consequential damages.

6. Security Measures and Precautions

The Customer represents and warrants that it is the owner(s) and designated user(s) of the e-mail / IP addresses / URL listed in the application form completed by it and shall take all necessary security measures and precautions to ensure that such e-mail / IP / URL addresses will not be accessed by any unauthorized party. The Bank makes no representation or warranty in respect of the Automated Message Notification Services (whether as to the timeliness, security, confidentiality or availability in the transmission of any aforesaid means or otherwise).