



**AGREEMENT RESPECTING INSTRUCTIONS AND INFORMATION BY FAX**

In consideration of Mega International Commercial Bank, Silicon Valley Branch (the "Branch") acting upon instructions given from time to time by the undersigned (the "Customer") to the Branch, the Customer agrees as follows:

**A. INSTRUCTIONS BY FAX**

1. Instructions shall be signed by authorized signer (s) in accordance with the Customer's signature card with the Branch. Authorized Person(s) is/are authorized to give instructions on behalf of the Customer either by facsimile transmission, telecopier or telex (each being a communication by "FAX"):

The Customer chooses following item(s) as marked "x" in the box "☐":

(a) To transfer funds or make any debit or credit arrangement from bank account in the Customer's name to a particular individual, firm or corporation. The names and account numbers are as follows:

Debiting account number(s): \_\_\_\_\_

Crediting account name(s), number(s) and bank information(s) are as below:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

(b) To transfer funds from bank account in the Customer's name to any individual, firm or corporation.

(c) Relating to foreign exchange transaction.

2. **Acting on Instructions.**

(a) The Branch may act on instructions in accordance with this agreement from, or purporting to be from. Authorized Person(s) until the Branch has received written notice to the contrary.

(b) The Branch will act upon instructions given in accordance with this agreement during the Branch's usual banking hours on the earliest banking day possible, as determined by the time of receipt and the type of transaction required.

3. **Receipt of instructions.** Instructions to the Branch shall be considered to have been received only when they are brought to the attention of the officer at the Branch whom they are addressed. Instructions that are not addressed to any particular person will be considered to be addressed to the BUSINESS DEPARTMENT Manager or his/her designated person.

4. **Confirmation of Fax Instructions.** When instructing by FAX to transfer funds to any individual, firm or corporation, the Customer is required to phone or send e-mail via designated e-mail address \_\_\_\_\_@\_\_\_\_\_ (for Customers not located in the United States) to the Branch to confirm the FAX instruction immediately after the FAX messages are given. Except for those crediting parties listed in paragraph A.1.(a), the original written instructions with authorized signature(s) should be mailed to the Branch within ten (10) business days or within thirty (30) days (for Customers not located in the United States). The Branch may, but need not, notify the Customer of any discrepancy between the FAX instructions as understood by it and the original written instructions (confirmation) from the Customer.

5. **Bank Declining to Act.** The Branch may decline to act upon any FAX instruction if it doubts that the FAX instruction has been properly authorized, accurately transmitted or properly understood by the Branch.

6. **Instructions Considered Valid.** All Fax instructions as acted upon by the Branch shall be conclusively considered to be valid instructions, even if they did not come from an Authorized Person, were not accurately transmitted, were not properly understood by the Branch or differ from any following written confirmation, unless the Branch was grossly negligent or engaged in willful misconduct in interpreting those instructions.

7. **Information and instructions by FAX.** The Customer authorized the Branch to rely on all information and instructions transmitted by FAX from or purporting to be from Authorized Person(s).

**B. GENERAL INFORMATION**

- 8. **Bank's Communication Numbers.** The Branch's current communication numbers are set out on the head of this agreement. The Branch will give the Customer written notice of any changes in such numbers. Any written notice from one party to the other is to be made to its address set forth in this agreement (or such other address as it may from time to time advise).
- 9. **Instructions, etc. effective only at the Branch.** FAX instructions and information given in accordance with this agreement relate only to dealings of the Customer at the Branch, and shall not be effective as regards to any other branch of Mega International Commercial Bank.
- 10. **Changes of Authorized Person(s).** The Customer may from time to time notify the Branch changes the Authorized Person(s) of the signature card with the Branch . No change will be effective until the signature card has been dully changed and received by the Branch.
- 11. **Monitoring and functioning of communication facilities.** The Branch will use reasonable efforts to monitor its FAX facilities to determine if it has received any instructions or information from the Customer. The Branch's ability to act upon FAX instructions depends upon normal functioning of the various communication facilities used by the Branch. The Branch shall not be liable for any delay or failure to receive FAX instructions or information.
- 12. **Liability of the Bank.** The Branch shall not be responsible for any liability, damages, demands or expenses that the Customer incurs due to the Branch acting or failing to act upon instructions or information received (except for the Branch's gross negligence or willful misconduct). In the event of Branch's gross negligence or willful misconduct, its liability to the Customer shall be limited to the amount involved in the relevant instruction. The Branch shall not in any event be liable for any incidental, consequential or indirect damage, or for loss in profit.
- 13. **Indemnity.** The Customer shall indemnify and keep the Branch harmless from and against all liabilities, claims, actions, damages, demands and expenses that the bank may incur (other than due to its own gross negligence or willful misconduct), including without limitation legal fees and disbursements reasonable incurred by the Branch, arising from the Branch acting or declining to act upon any instruction or information given to the Branch in accordance with this agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to the Branch.
- 14. **Admissibility of FAX Transmission.** The Branch may, if necessary, enter in evidence in any trial the FAX transmission received by the Branch (or any photocopy of such a transmission) as if it were the original document, and the FAX copy shall be sufficient and valid proof of the information contained in the FAX communication.
- 15. **Notice.** Either party may give notices to the other by personal deliver or by FAX communication in accordance with this agreement.
- 16. **Board Authorization.** <sup>(1)</sup> The Customer's Board of Directors has authorized the signing of this agreement.
- 17. **Valid Agreement.** This agreement is a valid and binding obligation of the Customer, enforceable in accordance with its terms.
- 18. **This Agreement Additional.** The terms of this agreement are in addition to, and not in substitution for, the terms of any other agreement between the Customer and the Branch. If any conflict arises between this and other agreement with the Customer, the terms of this agreement shall prevail.
- 19. **Language.** The Customer hereby confirms the express wish that this agreement and any related documents be drawn up in English only which shall be controlling and declares to be satisfied herewith.
- 20. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of California, including the Uniform Commercial Code Article 4A – Funds Transfer, and applicable federal laws.

Dated \_\_\_\_\_

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

Corporate Seal <sup>(2)</sup>

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Notes:

- (1) If it is for corporations, a resolution of the Board of Directors shall be submitted.
- (2) The corporate seal, if one exists, should be affixed.