



MEGA INTERNATIONAL COMMERCIAL BANK CO. LTD.
PANAMA BRANCH

PANAMA BRANCH : 415 Calle 50 y Esquina Margarita A. de Vallarino, Entrada Nuevo
Campo Alegre, Edificio MEGA ICBC No.74
P.O. Box 0832-01598, Panama, Republic of Panama
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AGREEMENT RESPECTING INSTRUCTIONS AND INFORMATION BY FAX

To the consideration of Mega International Commercial Bank Co. Ltd. (MEGA ICBC) acting upon instructions given from time to time by the undersigned (the Customer) to Panama/Colon Free Zone Branch (the Branch), the customer agrees to the following terms:

A. INSTRUCTIONS by FAX

1. Instructions authorized by any of (1) _____
or _____

(Each being an "Authorized Person") is authorized to give instructions on behalf of the Customer either by facsimile transmission, telecopier or telex (each being a communication by "FAX")

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

- b. To transfer funds from any account in the Customer's name to any individual, firm or corporation.
- c. To deal in any manner with stocks, bonds or other types of securities held in or be purchased for the Customer's account.
- d. To issue stop payment orders.
- e. Relating to foreign exchange transactions.
- f. Relating to transactions in connection with any debit/credit arrangement between the Customer and MEGA ICBC.

We/I choose () only.

2. Acting on instructions.

- a. MEGA ICBC may act on instructions in accordance with this agreement from, or purporting to be from, an Authorized Person until the Branch has received written notice to the contrary.
- b. MEGA ICBC 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 MEGA ICBC will be considered to have been received only when they are brought to the attention of the office at the Branch to whom they are addressed. Instructions that are not addressed to any particular person will be considered to be addressed to the related Dept. Manager.

4. Confirmation of Fax instructions. The Customer should confirm FAX instructions to MEGA ICBC on the day that FAX messages are given by MAILING to the Branch the ORIGINAL WRITTEN INSTRUCTIONS

(confirmation), signed by an Authorized Person. MEGA ICBC 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. MEGA ICBC declining act. MEGA ICBC may decline to act upon any FAX instructions if it doubts that they have been properly authorized, accurately transmitted or properly understood by it.

6. Instructions considered valid. All FAX instructions as acted upon by MEGA ICBC will 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 MEGA ICBC or differ from any following written confirmation, unless MEGA ICBC was grossly negligent or engaged in willfull misconduct in interpreting those instructions.

7. Information by FAX. The Customer authorizes MEGA ICBC to rely on all information transmitted by FAX from or purporting to be from an Authorized Person.

B. GENERAL INFORMATION

8. Branch'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 are not effective as regards to any other branch of MEGA ICBC.

10. Changes to list of Authorized Persons. The Customer may from time to time notify the Branch of changes to the list of Authorized Persons. No change to that list is effective until the Branch has received written notice of the change.

11. Monitoring and functioning of communication facilities. MEGA ICBC will use reasonable efforts to monitor its FAX facilities to determine if it has received any instructions or information from the Customer. MEGA ICBC's liability to act upon FAX instructions depends upon the normal functioning of the various communication facilities used by MEGA ICBC. MEGA ICBC is not liable for any delay or failure to receive FAX instructions or information.

12. Liability of MEGA ICBC. MEGA ICBC will not be responsible for any liability, damages, demands or expenses that the Customer incurs due to MEGA ICBC acting or failing to act upon instructions or information received (EXCEPT for MEGA ICBC's gross negligence or willfull misconduct). In the event of MEGA ICBC's gross negligence or willfull misconduct, its liability to the Customer will be limited to the amount involved in the relevant instruction. MEGA ICBC will not in any event be liable for any incidental, consequential or indirect damages, or for loss of profit.

13. Indemnity. The Customer will indemnify and save MEGA ICBC harmless from and against all liabilities, damages, demands and expenses that MEGA ICBC may incur (other than due to its own gross negligence or willfull misconduct), including without limitation legal fees and disbursements reasonable incurred by MEGA ICBC, arising from MEGA ICBC acting with this agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to MEGA ICBC.

14. Admissibility of FAX transmission. MEGA ICBC may, if necessary, enter in evidence in any trial the FAX transmission received by MEGA ICBC (or any photocopy of such a transmission) as if it were the original document, and the FAX copy will 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 delivery or by FAX communication in accordance with this agreement.

16. Board authorization. (2) 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. The terms of this agreement are in addition to, and not in substitution for, the terms of any other agreement between the Customer and MEGA ICBC. If any conflict arises between this and any other agreement with the Customer, the terms of this agreement will prevail.
19. The Customer hereby confirms the express wish that this agreement and any related documents be drawn up in English, Spanish or Chinese and declares to be satisfied therewith.

Date: _____

Customer's name: _____

Authorized Signature: _____

Corp. Seal

Authorized Signature: _____

Customer's Permanent Address: _____

Current Mailing Address: _____

Customer's Telephone No.: _____

Customer's FAX No.: _____

Note:

- (1) It is preferable for corporations, that official positions be designated rather than the names of the Authorized Persons. For partnership and sole proprietorships, enter the names of the individual.
- (2) For corporations only.
- (3) If the corporation is operating under a trade name, a resolution must be completed, signed and added to the account file.