

電子傳送交易指示約定書
Electronic Transmission Instructions Agreement

致: 兆豐國際商業銀行胡志明市分行

To: Mega International Commercial Bank, Ho Chi Minh City Branch

立約定書人_____ (以下簡稱「立約定書人」) 茲授權兆豐國際商業銀行胡志明市分行 (以下簡稱「銀行」) 得依本約定書之約定, 憑立約定書人以電話傳真 (FAX) 或電子郵件 (E-MAIL) 傳送之交易指示 (以下簡稱「電子傳送交易指示」), 辦理授信額度之相關事宜。立約定書人及銀行同意遵守下列條款:

The Undersigned, _____ hereby authorizes Mega International Commercial Bank, Ho Chi Minh City Branch (hereinafter referred to as the “**Bank**”) to execute the instructions given by the Undersigned via FAX or E-MAIL (hereinafter referred to as the “**Electronic Transmission Instructions**”) for all transactions related to the Credit Line(s) extended by the Bank to the Undersigned. In addition, the Undersigned hereby agrees to abide by the following terms and conditions:

1、立約定書人授權銀行得依電子傳送交易指示辦理以下事宜:

- 授信額度之動撥。
- 已動用借款本金之還款。
- 繳付應繳利息與費用。

According to the Electronic Transmission Instruction received from the Undersigned, the Bank is authorized to execute the follows:

- Drawdown of Credit Line(s).
- Repayment of loan principal.
- Payment of loan interest and fee.

2、立約定書人授權銀行得依電子傳送交易指示辦理扣款交易之存款帳號如下:

- 立約定書人於銀行所開立之第_____號活期存款帳號。
- 立約定書人於銀行所開立之第_____號活期存款帳號。
- 立約定書人於銀行所開立之第_____號_____帳號。
- 立約定書人於銀行所開立之第_____號資本金帳號。

Authorized debit Account via Electronic Transmission Instruction shall be listed as follows:

- The Undersigned's Current deposit account No. maintained with the Bank.
- The Undersigned's Current deposit account No. maintained with the Bank.
- The Undersigned's account No. maintained with the Bank.
- The Undersigned's Capital deposit account No. maintained with the Bank.

3、立約定書人以電子傳送交易指示辦理之業務，如須憑實質交易文件辦理時，於立約定書人提供正本文件供驗後辦理。對涉及需要認證文件或立約定書人親自辦理之交易，銀行得排除電子傳送文件指示方式之適用。

. If supporting documents are required, the transaction(s) shall be executed upon verification of the original documents provided by the Undersigned. The Bank may preclude the use of Electronic Transmission Instructions with respect to transactions requiring certified documents or to which the Undersigned must attend personally.

4、立約定書人應按照銀行指定之相關申請格式發送電子傳送交易指示。電子傳送交易指示文件之正本應蓋用立約定書人在銀行所留存之印鑑供銀行核驗。惟立約定書人完全了解電子傳送方式仍有模糊不清及真偽不易辨別之情形發生，為免銀行認定上困擾，立約定書人茲聲明凡銀行所收到之電子傳送交易指示上所蓋之印鑑或簽字，經銀行認定在外觀上近似留存於銀行之印鑑或簽樣時，該電子傳送交易指示即視為真正，銀行得依該電子傳送交易指示執行交易。

The Undersigned shall follow the instructions given by the Bank on its relevant application forms whenever the Undersigned intends to send Electronic Transmission Instructions to the Bank. For the Bank's verification, the original scripts of the Electronic Transmission Instructions shall be affixed with the specimen seal recorded by the Undersigned at the Bank. The Undersigned fully understands that the Electronic Transmission Instructions may be unreadable and unidentifiable. For avoidance of doubt, the Undersigned hereby declares that in case the Bank concludes that the seal or signature affixed on the Electronic Transmission Instructions received by the Bank appears similar to that recorded at the Bank, such Electronic Transmission Instructions shall be deemed genuine and the Bank may act in accordance with the Electronic Transmission Instructions.

5、立約定書人於發出電子傳送交易指示後，應於交易日後三十日內，應將電子傳送交易指示文件之正本送達銀行。於正本送達銀行前，該電子傳送交易指示視同正本，與正本有同一之效力，立約定書人絕不因文件形式、要件之欠缺或無正本而對銀行提出抗辯或主張任何權利。惟銀行於認為必要時，亦得於收妥上述正本文件後，方依約定書人之電子傳送交易指示辦理各項業務。

The Undersigned is required to send to the Bank the original scripts of the Electronic Transmission Instructions within thirty (30) days from the date of execution of the relevant transaction. The Bank is entitled to treat the Electronic Transmission Instructions as original of the relevant transaction prior to receipt of the original thereof and all Electronic Transmission Instructions are of full force and effect as if it was the original. The Undersigned waives the right to raise a dispute or claim any right against the Bank on the grounds of the formality of documents, the failure to comply with the requirements or the absence of the original script. Where the Bank deems it necessary, the Bank may execute the transactions in accordance with the Electronic Transmission Instructions only upon receipt of the original script of said documents.

- 6、立約定書人發出電子傳送交易指示前，應正本加註「電子傳送交易指示」字樣或類似文義後再行傳送，銀行如接獲未加註前述字樣之電子傳送交易指示，得要求補正後始受理電子傳送交易，立約定書人絕無異議。

Before the Electronic Transmission Instructions are sent, the Undersigned should mark “Transaction of Electronic Transmission Instruction” or words of a similar meaning on the original script. If the Electronic Transmission Instructions received by the Bank does not bear such a mark, the Bank may request for an amendment before processing the request via Electronic Transmission Instructions and the Undersigned shall not raise any objection thereto.

- 7、立約定書人簽立本約定書至少應指定一位聯絡人（以下簡稱「聯絡人」）並載明如下，以利銀行向聯絡人確認電子傳送交易指示之內容。聯絡人異動時，應立即以書面通知銀行。銀行未接獲聯絡人變更之通知前，仍得續與前任聯絡人聯繫，銀行對於與前任聯絡人聯繫確認並執行之電子傳送交易指示所產生之任何損失或損害，均不負賠償責任。

聯絡人姓名：_____

職稱：_____ 電話：_____

電子郵件信箱：_____

聯絡人親簽：_____。

銀行如無法與聯絡人聯繫確認電子傳送交易指示之內容，銀行得不受理及執行電子傳送交易指示，立約定書人絕無異議。

The Undersigned shall designate at least one contact person (“**Contact Person**”) and the data of Contact Person shall be listed as follows so that the Bank may confirm with the Contact Person about the content of Electronic Transmission Instructions. If the Contact Person is changed, the Undersigned shall promptly notify the Bank of such change in writing. Without such change notification from the Undersigned, 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 Electronic Transmission Instructions as a result of the

Bank's contact with the previous Contact Person.

Name of Contact Person: _____,

Title: _____ Telephone: _____

E-Mail: _____

Signature: _____.

If the Bank fails to get in touch with the Contact Person to confirm the content of Electronic Transmission Instructions, the Bank may refuse to act on Electronic Transmission Instructions and the Undersigned shall not raise any objection thereto.

- 8、立約定書人茲承諾隨時補償銀行因電子傳送交易指示之受理及執行，直接或間接導致之任何訴訟、程序、請求、損失、損害、成本及費用，並使銀行不因此受到損害。

The Undersigned undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting Electronic Transmission Instructions and acting thereon on or prior to such terminations notice.

- 9、立約定書人茲確認銀行已給予合理期間供立約定書人審閱本約定書，且對於本約定書之內容，立約定書人已完全了解並同意遵守。

The Undersigned hereby confirms that the Bank has provided the Undersigned with a reasonable time for review of this Agreement and that the Undersigned fully understands all of the terms and conditions of this Agreement and agrees to comply with them.

- 10、立約定書人或銀行之任何一方，認有必要時，均得隨時以書面終止本約定書。如交易之到期日係於本約定書終止後屆至，除立約定書人另有指示者外，銀行應繼續執行或完成該等交易。

Either the Undersigned or the Bank may, as deemed necessary, terminate this Agreement at any time in writing.

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 Undersigned.

- 11、本約定書以越南法律為準據法。如因本約定書涉訟時，應以胡志明市地方法院為第一審管轄法院，但法律有專屬管轄之規定者，從其規定。

This Agreement shall be governed by, construed and interpreted in accordance with the laws of Vietnam and shall be submitted to the jurisdiction of Ho Chi Minh City District Court in the first instance, unless the exclusive jurisdiction is otherwise provided by law.

12、本約定書以中文及英文作成，但中文版內容僅供當事人參考之用，中文版及英文版內容不一致時，以英文版為準。

This Agreement is made in Chinese and English. The Chinese version of this Agreement is for reference purpose only. The English version of this Agreement prevails if any discrepancy is found between the two versions.

日期: 年 月 日
Date : YEAR MONTH DAY

公司印章 立約定書人名稱 Undersigned Name: _____

Company Seal:

有權簽字人簽名 Authorized Signature(s) :

地址 Address: _____

經辦 Handled by	授信主管 Loans Manager	單位主管 Branch General Manager