

MEGA INTERNATIONAL COMMERCIAL BANK (CANADA)

Head Office North York Madison Centre, 4950 Yonge St., Suite 1002, Toronto Ont.M2N 6K1, Canada

Chinatown Branch 241 Spadina Avenue, Toronto, Ont. M5T 3A8, Canada

Vancouver Branch 1250-1095 West Pender Street, Vancouver, B.C. V6E 2M6, Canada

■ Richmond Branch 6111 No. 3 Road, Richmond, B.C. V6Y 2B1, Canada

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Tel: 604-273-3107 Fax: 604-273-3187

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AGREEMENT RESPECTING INSTRUCTIONS BY FAX

In consideration of Mega International Commercial Bank (Canada) (the "Bank") acting upon instructions given from time to time by the undersigned (the "Customer") to the Bank (including Head Office/Branches noted above), the Customer agrees as follows:

1. **Instructions.** Any one of ⁽¹⁾ _____
(Name, Title and Telephone Number of Authorized Person)

(each being an "Authorized Person") is authorized to give instructions on behalf of the Account ID. No. _____ maintained by the Customer at the Bank either by Facsimile Transmission or Telecopy (each being a communication by "Fax"), limited to the amount of C\$ _____ or its equivalent for each transaction:

- (a) to transfer funds between any account in the Customer's name, or to the following account ID: Account ID. No. _____ Name _____, Account ID. No. _____ Name _____, Account ID. No. _____ Name _____, or to any individual, firm or corporation;
 - (b) to issue stop payment orders;
 - (c) relating to foreign exchange settlement and transactions;
 - (d) remittance; or
 - (e) L/C issuing · Loan Drawdown and Repayment, in connection with any credit arrangement between the Customer and the Bank;
2. **Acting on instructions:**
- (a) Bank may act on instructions in accordance with this agreement from, or purporting to be from, an Authorized Person until the Bank has received written notice to the contrary.
 - (b) Bank will act upon instructions given in accordance with this agreement during the Bank'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 Bank shall be considered to have been reviewed only when they are brought to the attention of the office at the Bank to whom they are addressed. Instructions that are not addressed to any particular person will be considered to be addressed to the Manager.
4. **Confirmation of telephone instructions:** For those transactions such as self-account transfer or foreign exchange, the customer may give instruction by telephone to make the transaction in advance. The Customer shall confirm the telephone instructions on the same day by faxing to the Bank a written confirmation signed by an Authorized Person. Bank may, but need not, notify the Customer of any discrepancy between the telephone instructions as understood by it and the written confirmation from the Customer.
5. **Bank declining to act:** Bank may decline to act upon any telephone or Fax instruction if it doubts whether they have been properly authorized, accurately transmitted or properly understood by it.
6. **Verification:** For the Bank's verification, all faxed documents shall be affixed with the specimen seal or signature recorded by the Customer for fund withdrawal at the Bank. The Customer fully understands that the Fax Instructions may be unreadable and unidentifiable. For avoidance of doubt, the Customer hereby declares that once the Bank concludes that the seal or signature affixed on the Fax Instructions received by the Bank appears similar to that recorded at the Bank, such Fax Instructions shall be deemed genuine and the Bank may proceed with the authorized debit in accordance with the Fax Instructions and the Customer hereby acknowledges all such transactions.
7. **Fax Instruction comment:** Before the Customer issues a Fax Instruction authorizing the debit transaction, the Customer shall mark "Fax Instruction, Please Avoid Duplication" or words of a similar meaning on the Fax Instruction or evidence authorizing the debit transaction. If the Fax Instruction received by the Bank does not include such comment, the Bank may request for an amendment before processing the request to carry out the withdrawal and debit transaction via fax. The Customer shall voice no objection.
8. **Information by Fax:** The Customer authorizes the Bank to rely on all information transmitted by Fax from or purporting to be from an Authorized Person. In signing this Agreement, the Customer shall designate at least one contact person. Name of contact person: _____, Title: _____, Telephone: _____, Email Address: _____. If any change or update of contact person occurs, the Customer shall apply for aforesaid amendments with the bank. If the Bank cannot contact the contact person authorized and designated by the Customer, the Bank may decline to process the withdrawal and debit transaction via fax and the Customer shall not voice any objection.
9. **Branch's communication numbers:** The Branch's current communication numbers are as set out on the head of this agreement. The Branch will give the Customer written notice of any change 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).
10. **Instructions, etc. effective only at Branch:** Telephone and Fax instructions and information given in accordance with this Agreement relate only to the transactions between the Customers and the Branch which received the instructions, and shall not be effective as regards with any other branch of the Bank.

11. **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.
12. **Monitoring and functioning of communications facilities:** Bank will use reasonable efforts to monitor its Fax facilities to determine if it has received any instructions or information from the Customer. The Bank's ability to act upon Telephone/ Fax instructions depend upon normal functioning of the various communication facilities used by the Bank. Bank shall not be liable for any delay or failure to receive telephone or Fax instructions or information.
13. **Liability of Bank:** Bank shall not be responsible for any liability, damages, demands or expenses that the Customer incurs due to the Bank acting or failing to act upon instructions or information received (except for the Bank's gross negligence or wilful misconduct). In the event of Bank's gross negligence or wilful misconduct, its liability to the Customer shall be limited to the amount involved in the relevant instruction. Bank shall not in any event be liable for any incidental, consequential or indirect damages, or for loss or profit.
14. **Indemnity:** The Customer shall indemnify and keep the Bank 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 wilful misconduct), including without limitation legal fees and disbursements reasonable incurred by the Bank, arising from the Bank acting or declining to act upon any instruction or information given to the Bank in accordance with this agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to the Bank.
15. **Admissibility of Fax transmission:** Bank may, if necessary, enter in evidence in any trial the Fax transmission received by the Bank (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.
16. **Notice and Termination:** Either party may give notice to the other by personal delivery or by Fax communication in accordance with this agreement. **Either the Customer or the Bank may, as deemed necessary, terminate this Agreement at any time in writing.**
17. **Board authorization:** ⁽²⁾ The Customer's Board of Directors has authorized the signing of this agreement.
18. **Valid agreement:** This agreement is a valid and binding obligation of the Customer, enforceable in accordance with its terms.
19. **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 Bank. If any conflict arises between this and other agreement with the Customer, the terms of this agreement shall prevail.
20. **The Customer has reviewed this agreement within the reasonable period and therefore declares that he/she fully understands the right and obligations of both parties** and hereby confirms the express wish that this agreement and any related instructions and documents be drawn up in English only which shall be controlling and declares to be satisfied therewith.
21. **The Customer and the Bank agree that any litigation arising from this Agreement shall be governed by the laws of Canada and shall be submitted to the jurisdiction of Toronto District Court or Vancouver District Court in the first instance, unless the exclusive jurisdiction is otherwise provided by law.**

Dated: _____

Customer Name

Seal ⁽³⁾

Authorized Signature

Authorized Signature

Customer Address: _____

Email Address: _____

Telephone and Fax No.: _____

Notes:

- (1) It is 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) The corporate seal, if one exists, should be affixed.

Handled By:

Operations manager:

General Manager: