

INDEMNITY

THE UNDERSIGNED

.....("THE CLIENT") AND MEGA INTERNATIONAL COMMERCIAL BANK PUBLIC COMPANY LIMITED("THE BANK"), WHICH HAS ITS BUSINESS ADDRESS AT 36/12 P.S.TOWER,SUKHUMVIT 21,WATTANA,BANGKOK 10110 THAILAND.

WHEREAS

THE CLIENT HAS REQUESTED THE BANK TO ACCEPT FACSIMILE AS A MEDIUM FOR GIVING APPLICATION(S) ("INSTRUCTIONS"), PAYMENT ORDER(S) ("INSTRUCTIONS") AND/OR ANY OTHER INSTRUCTIONS ("INSTRUCTIONS") FROM THE CLIENT TO THE BANK:

THE BANK IS PREPARED TO COMPLY WITH SUCH REQUEST ON THE FOLLOWING CONDITIONS :

1.THE USE OF FACSIMILE AS A MEANS OF COMMUNICATION FOR GIVING INSTRUCTIONS SHALL BE ENTIRELY FOR THE RISK OF THE CLIENT, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY THE BANK. SHOULD THERE BE ANY INDISTINCTNESS, AMBIGUITY OR OTHER UNCERTAINTY IN THE CONTENTS OF ANY OF SUCH FACSIMILE MESSAGE, THE BANK SHALL BE ENTITLED TO CONSTRUE AND EXECUTE SUCH INSTRUCTIONS IN THE MANNER IN WHICH IT HAS BEEN PERCEIVED BY THE BANK.

2.THE CLIENT UNDERTAKES TO INDEMNIFY THE BANK AGAINST ALL ACTIONS, CLAIMS AND DEMANDS MADE AGAINST THE BANK AND ALL LOSSES, DAMAGES AND EXPENSES WHATSOEVER WHICH THE BANK MAY INCUR OR SUSTAIN OR FOR WHICH THE BANK MAY BECOME LIABLE BY REASON EITHER DIRECTLY OR INDIRECTLY CONNECTED WITH THE ISSUE AND/OR EXECUTION OF INSTRUCTIONS GIVEN BY FACSIMILE.

3.THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER THE CLIENT OR THE BANK BY REGISTERED MAIL TO THE LATEST ADDRESS WHICH THE CLIENT AND THE BANK HAVE DESIGNATED TO EACH OTHER.

4.INsofar AS NO DEVIATION THEREOF HAS BEEN AGREED UPON IN THIS AGREEMENT, IT SHALL BE SUBJECT TO THE GENERAL BUSINESS CONDITIONS OF THE BANK WHICH ARE STIPULATED IN THE ACCOUNT(S) AGREEMENT AND WHICH THE CLIENT HEREBY CONFIRMS TO HAVE RECEIVED.

5.THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THAILAND. ANY DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SUBMITTED TO THE COURT OF THAILAND, UNLESS THE BANK SHOULD PREFER TO SUBMIT SUCH A DISPUTE TO A DIFFERENT COURT.

AGREED ON
(DATED) (MONTH) (YEAR)

THE "CLIENT"

MEGA INTERNATIONAL COMMERCIAL BANK
PUBLIC COMPANY LIMITED

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AUTHORIZED SIGNATURE(S)

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AUTHORIZED SIGNATURE(S)