

To: Standard Chartered Bank (Singapore) Limited (the "**Bank**").

We, the "**Client**", agree as follows:

1. Notwithstanding the terms of any existing or future mandate or other agreement or course of dealing between the Bank and the Client, the Bank is requested and authorised, but is not obliged, to accept and act in accordance with any notice, instruction, agreement, confirmation or other communication including (without limitation) (a) confirmations or term sheets of any financial transaction of a type from time to time offered by the Bank, ("**Transaction**"), (b) instructions for the payment of money, or the delivery of securities, to or from any account maintained by the Client with the Bank, (c) instructions in respect of any product or service from time to time offered by the Bank; (d) instructions in respect of the settlement or performance of Transactions; or (e) agreements made or delivered by electronic email or other electronic means between the Client and the Bank, which may be, or purport to be, given by telephone, telex, facsimile, e-mail or other form of electronic communication which exists or may exist in the future (a "**Communication**") on behalf of the Client by any person authorised from time to time by the Client and who has been notified to the Bank in writing.
2. The Bank may:
 - (a) treat each Communication as fully authorised by and binding upon the Client;
 - (b) take such steps in connection with or in reliance upon each Communication as the Bank may in good faith consider appropriate; and
 - (c) refuse to process any Communication if it considers it inconsistent, unclear, conflicting, incorrect, incomplete, not authentic, unauthorised or would breach any applicable law, order or sanction of any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over.
3. The Bank will not be liable for any loss the Client suffers or incurs as a result of any failure or delay in acting upon a Communication, by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission, or where such transmission is corrupted, lost, delayed or incomplete, in any way or form, and for any reason whatsoever and the Client irrevocably waives any right it may have to bring any claim or invoke any proceedings in relation to any Communication or the Bank complying with any Communication.
4. The Bank may (but shall not be obliged to) conduct call-back(s) to the telephone number(s) as notified to the Bank in writing (if any) to verify any instruction, confirmation or other communication. The Bank shall not be liable for any failure to conduct such call-back or for the results of any such call-back.
5. The Client bears any risks (including, but not limited to, the risk of fraud or interference by third parties) in the delivery of any Communication and undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind (including any direct, indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur, out of or in connection with any such Communication, except as may arise by reason of fraud, gross negligence or wilful misconduct on the part of the Bank. The Client acknowledges its approval and acceptance for any losses, which may be sustained by the Client as a result of the risks (including, but not limited to, the risk of fraud or interference by third parties) to which the relevant electronic transmission may be subjected.
6. Where any Communication is a copy of an original, such copy shall be as effective as the original and any subsequent receipt of the original shall not affect the effectiveness of or the timing of the effectiveness of the copy. Each Communication (including any agreement) may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of that Communication. Any reference to "executed" or "signature" relating to any Communication shall be deemed to include any execution or signing of that Communication made, or delivered, by electronic email or other electronic means, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.
7. Nothing in this letter shall be deemed to exclude or restrict any power, right or remedy of the Bank under any agreement (howsoever described) and the rights and obligations, as provided for in any agreement (howsoever described), and/or at law, continue in full force and effect and shall not in any way be prejudiced, impaired or otherwise affected by this letter. If the Bank does not exercise a right or remedy under any agreement (howsoever described), the Bank may still exercise it later.
8. The Bank shall treat the Client's ongoing use of any product or service from, or the Client's entry into any transaction with the Standard Chartered Group as its agreement to the terms set out above.
9. This indemnity is governed by the laws of Singapore and any disputes arising out of or in respect of this letter shall be submitted to the non-exclusive jurisdiction of the Courts of Singapore.

For and on behalf of
Name of Client:

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Name: _____

Title: _____

Date: _____