

INDEMNITY FOR TAKING FAX, ORAL AND WRITTEN INSTRUCTIONS

To : UNITED OVERSEAS BANK (MALAYSIA) BHD

1. From time to time, we may give you instructions by telephone and/or via postal services, facsimile transmissions, telex or cable ("agreed modes of transmission"), for all or any of our accounts which we now have or may in future open with you including but not limited to any single or joint account, and/or all or any banking facility, services or accommodation which you have provided or may provide to us pertaining but not limited to:

Payments	Renewals of Deposits
Placements	Certificates of Deposits
Transfers of Funds	Purchase/Sale of Foreign Currencies
Cancellations	Precious Metals Trading
Custody Accounts	Purchase/Sale of Securities

2. You are authorised to honour and act upon any instruction communicated to you over the telephone (or purported to be so communicated), or given to you in writing signed by any of us and sent by post, telex, teletype, facsimile or cable (or purporting to be so signed or sent).
3. We understand that instructions given by an unauthorised person will not be discoverable by you in the ordinary course of business. You are not responsible to otherwise identify the party sending the instructions.
4. You shall be entitled to rely and act upon any instruction given in writing and shall not be liable to us in any way for acting in good faith upon any such instruction even though it is subsequently shown that it was not given by us, or for any misunderstanding or any error, loss or delay resulting from the use of postal services, telex or teletype machines, cable devices or facsimile transmission devices. You shall be entitled to rely and act upon any instruction communicated over the telephone, and the risks of misunderstanding and error and of instructions being given by unauthorised persons are entirely our risks. You shall not be liable for any loss, liability or expense which result from any such misunderstanding, error or unauthorised instruction.
5. You are not responsible to check the purpose of any transfer of funds authorised by any such instructions or the identity of any transferee. We understand that such instructions may authorise any transfer, sale, assignment, exchange or other disposition of our accounts and their content.
6. We agree that to the extent you accept and rely on instructions as provided above, you do so in response to our request and for our convenience and in doing so, deviate from your general operating procedures.
7. We understand and agree that the risk of misunderstandings, errors, unauthorised alterations or instructions, fraud, forgery, and the risk of operational failures or faults or errors no matter how they occur in the course of the transmission of our instructions (whether in respect of equipment belonging to you or us) are ours. You shall not be liable to us for any loss, liability or expenses that may result from such misunderstanding, errors, unauthorised alterations or instructions, fraud, forgery, operational failures or faults.

8. You may at your absolute discretion (but is not obliged to) record our telephone conversations with you, with or without the use of an automatic tone or other warning device. We further agree to use of such recordings and transcripts thereof for any purposes which you deem desirable including the use as evidence by you in the event of any dispute between us and you. You are not obliged to maintain copies of such recordings or transcripts and they may be wiped out or destroyed from time to time.
9. Your records (including without limitation audio taped records and telefax bearing a facsimile signature similar to our specimen signature with you) of the instructions given or purportedly given by us shall be final and conclusive evidence as against us of the contents of our instructions in the absence of obvious mistakes.
10. It is not necessary for written confirmation of telephonic instructions to be sent to us before the carrying out of the said instructions but you will send a Confirmation Advice to us as soon as practicable after that. We shall be under a duty to check the accuracy and correctness of any Confirmation Advice, and raise any objections (if any) within seven (7) days of the date of such confirmation advice; failing which the matters stated in such Confirmation Advice shall be deemed correct and conclusive as against us.
11. You may at any time at your discretion, refrain from acting promptly upon any instructions or part of it from us or refuse to execute any such instructions without incurring any responsibility for loss, liability or expenses arising out of so refraining to act or such refusal.
12. For the avoidance of doubt, you shall not be obliged to act on instructions conveyed by a mode of transmission other than via the agreed modes of transmission, including but not limited to instructions via email.
13. You are authorised to treat any instructions given or purportedly given by us as new instructions when it is not specified that the instructions are a confirmation or a change of the previous instructions given. You would not be held responsible under any circumstances for any steps taken or omitted to be taken pursuant to any instructions given or purportedly given by us which are subsequently amended, varied, cancelled or countermanded by us, whether or not our subsequent instructions reach you before you act on our earlier instructions.
14. You are not obliged in any way to check with us or any party or against your own records on the authenticity, accuracy, correctness or completeness of any instructions via the agreed modes of transmission or any fact or matter mentioned therein or the signatures appearing on any document containing such instructions purporting to be ours or those of our authorised signatories.
15. We further agree that you are at all times fully entitled (but without being obliged) to demand the sighting and/or receiving of the original letter of instructions at any time under any circumstances at your absolute discretion and to impose any other conditions as you deem fit, but reserving always the right not accept, act on or undo any steps taken in connection with such letter of instructions until after sighting and/or receiving of the original letter of instructions and being satisfied that all conditions as you deem fit have been complied with.

16. We agree to indemnify you and to keep you fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from your action on our aforesaid instructions, or as you deem fit, refusing to act on our aforesaid instructions or part of it.
17. Without affecting the generality of our aforesaid indemnity, we hereby authorise you at your discretion to debit any accounts which we now or may in future have with you (whether such accounts be in debit or credit) with any sums of money due to you under this document.
18. You can set-off any payment due from you to us against any amount due from us to you under this document, after giving us 7 days' notice.
19. We agree that all instructions given via the agreed modes of transmission shall be binding on us, our executors, administrators, successors and assigns.
20. Our instructions in this document shall remain in full force and effect until you receive written revocation of them.
21. Any provision in this document which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this document. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
22. This agreement shall be governed by and construed in accordance with Malaysian law. We hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysian courts. You may take legal proceedings against us in the courts of Malaysia or in any part of the world.

- End of Page -

Dated this _____ day of _____ 20____

*** EXECUTION BY COMPANY**

SIGNED FOR AND ON BEHALF OF:

WITNESSED BY:

.....
Name : _____
Designation : _____
Address : _____

.....
Name : _____
NRIC No. : _____
Address : _____

*** EXECUTION BY INDIVIDUALS**

SIGNED BY:

WITNESSED BY:

.....
Name: _____
NRIC No.: _____
Address: _____

.....
Name : _____
NRIC No. : _____
Address : _____

SIGNED BY:

WITNESSED BY:

.....
Name : _____
NRIC No. : _____
Address : _____

.....
Name : _____
NRIC No. : _____
Address : _____

* Delete if not applicable