

Date:

Sumitomo Mitsui Banking Corporation
Singapore Branch

Dear Sirs,

Indemnity for Authorisation to Engage in Financial Transactions and Give Instructions

In consideration of your agreeing to accept our instructions and/or authorisations via

Telephone

Fax

Email (not applicable for remittances & fund transfers)

Electronic Signatures (electronic signatures included on documents accessed from electronic and / or mobile devices via electronic signature services such as DocuSign). **We confirm that each document that is signed electronically is permitted to be signed in that manner by all laws and regulations applicable to us and by our constitutive documents**

(please tick all applicable items)

or other than on your prevailing standard forms for financial transactions or giving instructions in accordance to the mandate provided to the Bank, pursuant to or in connection with any of our account(s) with you or facilities made or to be made available to us (including loans, deposits, foreign exchange, derivatives, remittances, transfer of funds, application for trade transactions, audit confirmation/ certificate of balance and enquiries on transactions or account balances), we hereby agree to the following: -

Telephone	<p>Our instructions by telephone shall be made to you by our authorised staff whose names and titles are listed in ANNEX A.</p> <p>We undertake to inform you of any changes to the list of our staff authorised to transact with you on the telephone and such notification shall be in writing and shall only be effective upon actual receipt by you of such notification. You shall be entitled to assume that there are no changes until you have actually received the written notice of any changes. You may, from time to time, notify us of the names of your authorised persons with whom we can transact over the telephone by sending a list of such persons' names to us.</p> <p>You shall be entitled, but shall not be obliged, at your own absolute discretion to tape or otherwise record any telephone conversation with us, and we agree to be bound by such recordings. We agree to the use of such tapes or recordings in evidence.</p> <p>If we submit any written confirmation in respect of any instruction given by us via telephone, we agree that you shall not be liable for any duplication of transactions that may arise from our failure to indicate such written confirmation as a confirmation of such telephone instruction.</p> <p>Telephone instructions shall NOT be given in relation to the following: (i) report of any loss, (ii) application for trade transactions, remittance or funds transfer, (iii) application for credit facility, or (iv) request for certificate of balance.</p>
Fax	<p>We shall immediately (and in any event within 2 working days) submit to you a duly signed original document in respect of each instruction given by us via fax marking the original as "Confirmation of Fax".</p> <p>We agree that you shall not be liable for any duplication of transactions that may arise from our failure to indicate so on each original document. We also agree that any</p>

	failure by us to provide original document shall not invalidate any transaction nor the indemnities contained herein.
Email	<p>Our email instructions to you shall be sent from the email addresses listed in ANNEX A and will be sent in a format that prevents alterations to the data in transmission (eg. PDF). Email instructions to you shall be sent to the email address as you may inform us from time to time.</p> <p>a) We shall immediately (and in any event within 2 working days) submit to you the original document / application form sent via email, marking the same with “Confirmation of Email Instruction”. We agree that you shall not be liable for any duplication of transactions that may arise from our failure to indicate so on each original document / application form. We also agree that any failure by us to provide the original document /application form shall not invalidate any transactions or the indemnities contained herein.</p> <p>b) We acknowledge that transmissions by email or other electronic means may involve transmissions via servers and/or systems that are not under your control and email transmissions may not be secure and are subjected to risks. Accordingly, we agree that you will not be liable or responsible for, and we shall indemnify you for and against, the consequences of the transmissions or non-transmissions whether direct or indirect. Without prejudice to the generality of the foregoing, you shall not be liable or responsible and we shall accept full responsibility for:</p> <p>(i) Any system or server error, omission, interruption or delay in transmission or failure to perform;</p> <p>(ii) Any computer virus or corruption or transmission to the wrong address;</p> <p>(iii) Any security breaches or unauthorised access to the contents of the transmission; or</p> <p>(iv) The inability to send or receive email as a result of malfunction or failure (total or partial) of any server of system or any other circumstances.</p> <p>c) We undertake to inform you of any changes to the email addresses provided to you from which email communications or instructions are to be sent and such notification shall be in writing and shall only be effective upon actual receipt by you of such notification. You shall be entitled to assume that there are no changes until you have actually received the written notice of any changes. Any email communication or instruction shall only be deemed to be delivered upon actual receipt by you.</p>
Electronic Signatures	<p>a) Electronic signatures may only be used for signing such documents as agreed by you in your sole discretion. You do not need to provide any reason for rejecting the use of electronic signatures and may amend the types of documents for which electronic signatures are accepted at your sole discretion.</p> <p>b) Notwithstanding the foregoing, you may, in your sole discretion, require that an original document be submitted in lieu of, or in addition to, any document executed by way of electronic signatures.</p> <p>c) We shall use electronic signatures in a manner that complies with and meets all your processes, procedures requirements and/or any law or regulation that may be in place from time to time.</p> <p>d) We will provide you with evidence of electronic signing in the form of the relevant activity or transaction log, or any other form of computer or electronic records.</p> <p>e) We shall ensure that persons we authorise to sign documents via electronic signatures are the same persons as indicated in our signing mandate to you for wet ink signatures.</p> <p>f) For authentication or verification of the authorised signatories, the details set out in Annex B shall be provided and we shall keep you informed promptly of any changes.</p>

	<p>You shall be entitled to assume that there are no changes until you have actually received the written notice of any changes.</p> <p>g) We confirm that the electronic signature is the signature of the person to whom it correlates and the electronic signature will be affixed by that person with the intention of signing or approving the electronic record and will be deemed the equivalent of our authorised signatories' signatures in hard copy, in ink or in original form for all purposes and have similar effect and can be used as evidence in any court, tribunal or in any legal or administrative, proceedings and any investigation or inquiry.</p> <p>h) We will not, and we will procure that our authorised persons will not, dispute the validity, accuracy or authenticity of any document signed by electronic signature or claim not to have consented to the use of electronic signatures.</p> <p>We acknowledge that services for electronic signatures are not error free or interruption free and may involve transmissions via servers and/or systems that are not under your control and may not be secure and are subjected to risks. Accordingly, we agree that you will not be liable or responsible for, and we shall indemnify you for and against, the consequences of the transmissions or non-transmissions whether direct or indirect. Without prejudice to the generality of the foregoing, you shall not be liable or responsible and we shall accept full responsibility for:</p> <p>(i) Any system or server error, omission, interruption or delay in transmission or failure to perform;</p> <p>(ii) Any computer virus or corruption or erroneous transmission; or</p> <p>(iii) Any security breaches or unauthorised access to the contents of the transmission.</p>
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In the event that a call back confirmation is required according to your procedures, for the confirmation of information, please find the list of authorised persons to receive call back confirmations listed in ANNEX A. We agree that there is no obligation on you to perform any call back verification and that you shall not be liable for, nor shall any transaction be invalidated by, the absence of a call back verification.

You shall not be under any duty to enquire into the authenticity, completeness or accuracy of any communication or instruction given by us and may treat all instruction given or purported to be given by or on our behalf as fully authorised and binding on us and as genuine, complete and accurate regardless of the circumstances, the nature and/or amount of the transaction and notwithstanding any conflict with other instructions, error or misunderstanding. You may at your sole discretion without having to provide any reason refuse to act, or delay acting, upon any instructions or such part thereof as you deem appropriate.

We understand and acknowledge the risks involved in sending our instructions to you via the means indicated above or otherwise than on your standard forms and hereby agree that all risks shall be fully borne by us and you shall not be responsible or liable for any consequences that may arise from acting on our instructions as aforesaid. We shall indemnify you in full against any and all liabilities, losses, damages, costs, claims, demands, actions, penalties and expenses (including legal fees on a full indemnity basis), taxes, duties and other sums incurred or suffered by you as result of acting on our instructions as aforesaid. Each indemnity given herein survives the cancellation or revocation of any authority given by us in relation to communications and instructions provided by any of the means indicated above.

In the event that you agree to permit us to submit any application for any banking services which you may provide (and transactions relating thereto) by the means indicated above or otherwise than on your standard forms, we agree to be bound by your prevailing terms and conditions relating to those services as though our applications had been made on your standard forms.

We further agree that where you have agreed to accept any instruction or application form other than on your prevailing standard forms, we shall not, without your prior written consent, make any change to any agreed

instruction or application form; and your processing of any such instruction or application shall not be deemed to be consent to any change to the agreed instruction or application form.

Without prejudice to any other terms and conditions herein, you may at any time, at your absolute discretion amend or vary your policies or procedures in relation to the acceptance of instructions by the means indicated above or otherwise than on your standard forms, and withdraw, restrict, suspend or terminate the acceptance of our instructions by such means or otherwise than on your standard forms.

This indemnity shall be governed by and construed in accordance with the laws of Singapore and we submit to the non-exclusive jurisdiction of the Singapore courts in relation to any dispute arising out of or in connection with this indemnity.

This indemnity will continue in full force and effect unless revoked by us in writing. This indemnity **supersedes all existing indemnity letters** relating to giving instructions by telephone, fax, email, with electronic signatures and/or otherwise than on your prevailing forms (including any indemnity for submission of documents or instructions under BCP arrangement), all of which are deemed terminated by this indemnity.

Yours faithfully,

Signature Verified (For Bank Use Only)

Authorised Signatory & Company's Stamp *(If applicable)*

ANNEX A: Authorised Person/ Contact Details

Date:

Account Name:

Account Number: All accounts
Specific account number(s):

List of personnel duly authorised to engage in financial transactions and /or make enquiries over phone / fax / email / electronic signatures. Telephone instructions shall NOT be given in relation to the following: (i) report of any loss, (ii) application for trade transactions, remittance or funds transfer, (iii) application for credit facility, or (iv) request for certificate of balance. Electronic Signatures may be used for signing and executing such documents as permitted by the Bank.

Authorised Person/Contact Details

Name per ID:

Title:

Email:

Primary Contact No(s):

Alternate Contact No(s)¹:

Authorised to

make / attend to general enquiries on

Account balance and transactions

Trade facilities and transactions

Loan facilities and transactions

Payroll transactions

Derivatives facilities and transactions

receive call back confirmation for applications / instructions made through fax, email, and applications signed with electronic signature service

submit applications, instructions and/or authorisations through email including applications, instructions and/or authorisations signed with electronic signature service

transact over phone for Loan Time Deposit Foreign Exchange²
Derivatives

Authorised Person/Contact Details

Name per ID:

Title:

Email:

Primary Contact No(s):

Alternate Contact No(s)¹:

Authorised to

make / attend to general enquiries on

Account balance and transactions

Trade facilities and transactions

Loan facilities and transactions

Payroll transactions

Derivatives facilities and transactions

receive call back confirmation for applications / instructions made through fax, email, and applications signed with electronic signature service

submit applications, instructions and/or authorisations through email including applications, instructions and/or authorisations signed with electronic signature service

transact over phone for Loan Time Deposit Foreign Exchange²
Derivatives

ANNEX A: Authorised Person/ Contact Details

Authorised Person/Contact Details

Name per ID:

Title:

Email:

Primary Contact No(s):

Alternate Contact No(s)¹:

Authorised to

make / attend to general enquiries on

Account balance and transactions

Trade facilities and transactions

Loan facilities and transactions

Payroll transactions

Derivatives facilities and transactions

receive call back confirmation for applications / instructions made through fax, email, and applications signed with electronic signature service

submit applications, instructions and/or authorisations through email including applications, instructions and/or authorisations signed with electronic signature service

transact over phone for

Loan

Time Deposit

Foreign Exchange²

Derivatives

Authorised Person/Contact Details

Name per ID:

Title:

Email:

Primary Contact No(s):

Alternate Contact No(s)¹:

Authorised to

make / attend to general enquiries on

Account balance and transactions

Trade facilities and transactions

Loan facilities and transactions

Payroll transactions

Derivatives facilities and transactions

receive call back confirmation for applications / instructions made through fax, email, and applications signed with electronic signature service

submit applications, instructions and/or authorisations through email including applications, instructions and/or authorisations signed with electronic signature service

transact over phone for

Loan

Time Deposit

Foreign Exchange²

Derivatives

Signature Verified
(For Bank Use Only)

Authorised Signatory & Company's Stamp *(If applicable)*

¹ Alternate contact number is used when authorised contact person is uncontactable through primary contact number OR where we inform you that we have invoked business contingency measures.

² Please tick this option for Spot foreign exchange transactions (i.e. value date is within 2 business days from trade date) and foreign exchange forward contracts.

ANNEX B. Authorised Signatories' Emails and Mobile Numbers

Date:

Account Name:

Account Number: All accounts

Specific account number(s):

List of authorised signatories' business emails and mobile numbers to receive and sign documents electronically. Authorised signatories listed below must be registered in bank record or system as authorised signatories for hard copy documents. **Authorised signatories shall ensure the mobile service subscription is able to receive overseas SMS for two factor verification.**

Authorised Signatory Details	
Full Name:	Passport/ ID No:
Current Position:	
Email:	
Mobile No:	
Authorised Signatory Details	
Full Name:	Passport/ ID No:
Current Position:	
Email:	
Mobile No:	
Authorised Signatory Details	
Full Name:	Passport/ ID No:
Current Position:	
Email:	
Mobile No:	
Authorised Signatory Details	
Full Name:	Passport/ ID No:
Current Position:	
Email:	
Mobile No:	

Signature Verified
(For Bank Use
Only)

Authorised Signatory & Company's Stamp *(If applicable)*

Section for Our Bank Use

Credit Customer	Derivative Customer	Derivative Checklist Review Required**	SIA
Y / N	Y / N	Y / N	Applied / Approved

** Review of derivative checklist is required if PIC dealing in derivative transactions has changed.

Back Office		Credit Middle Office	Customer Dealing	Corporate Banking	
Checked	Input	Head / Deputy	Head / Deputy	Head / Deputy	MGR / PIC