

**LETTER OF AUTHORITY AND INDEMNITY IN RESPECT OF TELEPHONE AND/OR ELECTRONIC MAIL INSTRUCTIONS
OR COMMUNICATION**

To : **OVERSEA-CHINESE BANKING CORPORATION LIMITED (“the Bank”)**

I/We would like to communicate with the Bank by telephone and/or electronic mail (“email”) and I/we do so at my/our own risk. As such:-

1. Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the Bank and me/us, the Bank is requested and authorised to rely upon and act in accordance with any communication or instructions which may from time to time be or purport to be given by telephone and/or email by me/us or any one of our authorised signatories, as advised to the Bank from time to time, for and on my/our behalf without inquiry on the Bank's part as to the authority or identity of the person making or purporting to make such communication or telephone and/or email instructions and regardless of the circumstances prevailing at the time of such telephone and/or email instructions or communication. I/We consent to the Bank's recording my/our telephone conversations and/ or emails with the Bank to provide a record of such instructions.
2. However, email communication or instructions emanating from the Specified Email Address in respect of and restricted to email addresses that were notified to the Bank at account opening and such other email addresses I/we may notify to the Bank will not be accompanied by scanned letters and the Bank is requested and authorised to rely upon and act in accordance with any such instructions, information or instruction without inquiry on the Bank's part as to the authority or identity of the person making or purporting to give such emails regardless of the circumstances prevailing at the time of such email instructions or communication.
3. The Bank shall treat such telephone and/or email instructions or communication (as described in clauses 1 and 2 above) as fully authorised by and binding upon me/us and the Bank shall be entitled (but not bound) to act on or carry out such telephone and/or email instructions or communication and take such steps in connection with or in reliance upon such telephone and/or email instructions or communication as the Bank, may in good faith consider appropriate.
4. The Bank may ask questions about me/us and about the particulars of my/our account(s) with the Bank in order to verify my/our identity but the Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of the Bank acting upon telephone and/or email instructions or communication so long as the person communicating any such telephone and/or email instructions or communication to the Bank appear on verification to be or purport to be me/us or our authorised signatories.
5. In the case of the authorization relating to email instructions or communication, we are aware that signature(s) on the scanned letter of instruction attached to our emails may be superimposed fraudulently or without proper authority when emailed to the Bank and we assume such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting upon such email instructions or communication so long as the signature(s) appearing on any such email instructions or communication appear on verification to be or purport to be in accordance with the specimen signature(s) of our authorised signatory(ies) and the signing condition(s) given to the Bank.
6. We acknowledge and accept that email communications are not secure and we accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of email messages and computer viruses. We are also aware that instructions or communication when emailed to the Bank could be sent fraudulently or without proper authority and we shall assume all such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting upon email instructions or communication so long as such email instructions or communication emanated from Specified Email Address provided always that in the case of the authorisation under Clause 2, the requirements under Clause 5 is complied with.
7. The Bank shall not be bound to act on any telephone and/or email instructions or communication when there is insufficient funds in any of my/our account(s) with the Bank or if any applicable facility limit is exceeded or when any conditions relevant to such drawing have not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any telephone and/or email instructions or communication given or purported to be given by me/us or our authorised signatories or where such telephone and/or email instructions or communication are vague, unclear or incomplete. The Bank shall not be liable for or in respect of such telephone and/or email instructions or communication carried out or acted upon by the Bank arising from or connected with any error or misunderstanding or lack of clarity in the terms of such telephone and/or email instructions or communication.
8. The Bank shall not be liable or responsible for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of any malfunction of the telephone and/or email and electronic communication systems, devices and machines or any discrepancies or errors in the instructions or communication.
9. I/We shall accept full responsibility for all telephone and/or email instructions or communication given to the Bank or received by the Bank whether such telephone and/or email instructions or communication were given by me/us or our authorised signatories or purported to be given by me/us or our authorised signatories without my/our knowledge or consent.
10. All transactions carried out by the Bank acting on my/our telephone and/or email instructions or communication or on telephone and/or email instructions or communication purporting to emanate from me/us or our authorised signatories shall be binding on me/us for all purposes.
11. Further, the Bank is hereby requested and authorised to transmit to us and reply to our emails from the Specified Email Address without encryption, bank statements, transaction advices and scanned documents or other information (including without limitation, particulars of our account(s) and the status and balance thereof) at any time and from time to time as the Bank, its officials, employees and agents may in their absolute discretion think fit (via email over the unsecured internet to the Specified Email Address).

12. We hereby agree that the Bank does not assume any responsibility whatsoever and shall not be liable for any losses, expenses, claims or liabilities suffered by us directly or indirectly as a result of any interruption, loss of or corruption to the data, third party interception or hacking, delay, malfunction or failure of the computers or in the electronic transmission from us to the Bank or vice versa.
13. In consideration of the Bank so doing or acting in accordance with the terms of this letter, I/we undertake to indemnify the Bank and to keep the Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with any such telephone and/or email instructions or communication or the acting upon or carrying out of any such telephone and/or email instructions or communication or the taking of steps in connection with or in reliance upon any such telephone and/or email instructions or communication and I/we shall reimburse the Bank any sums on demand.
14. The provisions set out in this letter, also apply where I/we act through my/our duly appointed attorney or mandate holder, as may be notified by I/we to the Bank from time to time.

The terms of this letter shall remain in full force and effect unless and until the Bank receives notice of termination from me/us in writing, save that such termination will not release me/us from any liability under this letter and indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms of this letter prior to the date of such termination or date of receipt of such notice whichever is later.

The rights and remedies of the Bank under this letter shall be in addition to and shall not in any way prejudice or affect the rights and/or remedies of the Bank in any other agreement, deed or document or to which the Bank may be otherwise entitled. Subject to the foregoing, this letter supercedes all previous letters in connection with telephone and/or email instructions or communication.

This letter shall be governed by and be construed in accordance with the laws of Singapore. A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act to enforce any term of this letter.

Dated this _____ day of _____

For individuals

Signed by _____)
 _____)
 IC/Passport No.: _____)
 in the presence of _____)

Signed by _____)
 _____)
 IC/Passport No.: _____)
 in the presence of _____)

For companies

Signed by _____)
 _____)
 for and on behalf of _____)
 in the presence of _____)