

## FAX INSTRUCTIONS DISCLAIMER/INDEMNITY LETTER REGARDING TERM DEPOSIT INSTRUCTIONS

The Manager  
HSBC Bank (Vietnam) Ltd.

Date: \_\_\_\_\_

Dear Sir

Customer Name: \_\_\_\_\_

Customer Number: \_\_\_\_\_

In consideration of your agreeing to accept term deposit instructions from me/us from time to time by facsimile transmission (the “**Instructions**”), without requiring written confirmation bearing the actual signature in accordance with the mandate and facilities granted by you to us prior to acting on the Instructions, applicable to the operation of (please select one of the two following options):

- All the accounts under the above-mentioned customer number; or
- Only the following accounts:
  - i.     \*\*\* - \*\*\*\*\* - \*\*\*
  - ii.    \*\*\* - \*\*\*\*\* - \*\*\*
  - iii.   \*\*\* - \*\*\*\*\* - \*\*\*

I/We confirm that:

1. You are hereby authorised, but are not obliged, to rely upon and act on the Instructions which, in sole discretion, you believe emanate from me/us and you shall not be liable for so acting.
2. You shall be entitled to treat any Instructions as fully authorised by me/us and shall be entitled but not be under any duty to verify the identity of the person or persons giving Instructions purportedly in my/our name and any transaction made pursuant to Instructions shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.
3. Unless otherwise notified in writing to you from time to time, there is no transactional limit on the amount for any Instruction to be given hereunder.
4. I/We agree that if there requires supporting documents associated with the Instruction, you shall not act on such Instruction unless and until you receive the original or certified true copy of those supporting documents from me/us.
5. If I/We give an Instruction by facsimile transmission, I/We undertake not to submit the original thereof to avoid the duplication of payment by you. In all circumstances, you will be released from any responsibilities for any duplicated payment caused by my/our submission of the original of an Instruction which has been given to you by facsimile transmission.

6. I/We agree that you will not be liable to me/us for any losses which I/we may suffer if you have acted on Instructions upon which the signature(s) has been forged or is otherwise unauthorised.
7. I/We hereby confirm that you have made clear to me/us and I/we are fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorised interventions by third parties as a result of you acting upon such Instructions.
8. This indemnity letter shall apply to all of our authorised signatories which have been registered with you and shall comply with our current signing instructions.
9. I/We undertake to keep you indemnified at all times against and to save harmless from, all actions, proceedings, claims, loss, damage, costs and expenses (including legal fees and expenses) which may be brought against you or suffered or incurred by you and which shall arise either directly or indirectly out of or in connection with your accepting Instructions and acting thereon.
10. The terms of this letter shall remain in full force and effect unless and until you have received my/our duly signed written termination notice and have a reasonable time to act upon such notice, provided that such termination will not release me/us from any liability hereunder in respect of any action taken by you in accordance with the terms of this letter prior to the termination.
11. This indemnity letter is governed by the laws of Vietnam. Any dispute between you and me/us under this letter shall be referred to the competent court of Vietnam for resolution.

Yours faithfully,

[Signed and sealed by authorised signatures]

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[Name]:

[Title]: