

## FACSIMILE AND EMAIL INSTRUCTIONS AGREEMENT

BANK OF CHINA (HONG KONG) LIMITED – MANILA BRANCH  
 28/F, The Finance Centre  
 26th Street corner 9th Avenue  
 Bonifacio Global City, Taguig City

Attention: The [Manager], Banking Business Department

Gentlemen:

In consideration of the agreement of the Bank to accept or act upon instructions from the Customer or by persons believed by the Bank to be authorized to give instructions and directions on behalf of Customer addressed to or otherwise communicated to any of the Bank's employees through facsimile or email, the Customer hereby agrees and binds itself to this Facsimile and Email Instructions Agreement (the "Agreement") and comply with the following terms and conditions.

1. The details declared in the foregoing list are governed by this Agreement:

A. Authorized Account Numbers

	Fax	Email
Account Number(s)  <i>*List the account numbers that are authorized for fax and/or email instruction</i>		

B. Authorized Representative to Send Email Instruction:

Name	Sender Email Address	Phone Number

C. Authorized Fax Number(s)

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2. The Bank has made clear to the Customer and the Customer is fully aware and accepts the risks inherent in the use of facsimile and email transmissions and hereby waives any omission, error, misstatement, non-receipt, intercalation, interception, diversion, fraud, forgery or unauthorized intervention by any third party in or pertaining to any instruction received by the Bank through facsimile or email transmission and which the Bank may rely upon in good faith.
3. The Customer hereby irrevocably and unconditionally authorizes the Bank to act on any instruction received by the facsimile transmission from the Fax Number(s) or by email transmission from the Email Address(es) which the Bank in its sole discretion believes to emanate or have emanated from the Customer or otherwise appears to comply with the terms and conditions of the Account(s) and this Agreement for the following purposes:
  - a. application for telegraphic transfer,
  - b. foreign currency conversion, swaps and forwards,
  - c. credit of funds from proceeds of placements to the Account(s),
  - d. transfer of funds from the Account(s) for credit to the payroll accounts of the Customer's employees,
  - e. transfer of funds from the Account(s) for credit to another Account(s) or to a third-party account, and

- f. debit the Account(s) for payment of loans and other trade transactions as well as application of cashier's and/or manager checks, and
  - g. such other transactions as are reasonably related to the Account.
4. The fax or email instructions from the Fax Number(s) or Email Address(es) shall be sent only to the following designated authorized contact number or email address of the Bank:

Bank Email Address: [BOCMNL\\_FT@bank-of-china.com](mailto:BOCMNL_FT@bank-of-china.com)  
 Email Subject: EMAIL INSTRUCTION, Customer Name, Date Sent (mm.dd.yyyy) \_Batch Number  
 Bank Fax Number (s): 00632-88850548

For email instructions, the Customer shall follow the standard email subject format as provided.

5. The Customer hereby represents and warrants in favor of the Bank that:
- a. Each instruction given by the Customer pursuant to this Agreement is valid, legal, enforceable, unconditional, absolute, and binding upon the Customer (whether made with or without the Customer's authority, knowledge, or consent) and can be relied upon by the Bank as such.
  - b. All information required to be stated in an instruction, including the amount, names and numbers of the Account(s) to be charged or credited, and the transaction sequence of such instruction is true and complete.
  - c. The Bank is under no duty to verify the identity of the person or persons purporting to give an instruction on the Customer's behalf or the authenticity of any information contained or signature affixed on said instruction.
  - d. The Customer acknowledges that email or facsimile instructions may be different to that intended or sent as a result of the malfunction of equipment, differences in hardware or software of sender and recipient, and such other technological considerations, and the Customer shall be bound by them.
  - e. The Bank in its discretion and assessment may not honor instructions sent to any other number or email address other than those stated in Section 4 above.
  - f. The Bank may, notwithstanding these provisions, require that any instruction given by any party to the Account(s) be given in accordance with the signing arrangements of the Account(s) and/or the Bank's security and risk management policies and other prudence measures, and the Bank may at its sole discretion request written or any other form of confirmation of any instruction.
6. The Customer hereby covenants in favor of the Bank that:
- a. Each instruction shall contain true and complete information required to execute such instruction including the amount, names, and numbers of the accounts to be charged or credited, the transaction sequence of such instruction, the true and genuine signatures of the Customer and/or its Authorized Signatories as appearing in the signature cards in the Bank's possession, and other relevant reference information as required by the Bank.
  - b. Each instruction shall be scanned and attached (if through email) and signed (for both email and fax) by the Customer and/or its Authorized Signatories. The Bank shall refer to the current Authorized Signatories submitted by the Customer in the Bank's possession.
  - c. The Bank may call any one of the Authorized Call Back Representative in reference to the received instruction:

Name	Email Address	Phone Number

A new agreement shall be signed for amending the list of callback persons.

- d. An instruction shall be given by facsimile or email instruction on behalf of the Customer by the following persons in respect of whom the Bank shall be under no duty to contact for the purposes of verifying the identity of the person or persons purporting to give instruction on

the Customer's behalf or the authenticity of any information contained or signature affixed on said instruction or for any other purpose:

- e. The Customer authorizes the Bank to process instructions for outward fund transfer and remittance to the below pre-enrolled beneficiaries without need for callback confirmation.

	Name of Beneficiary	Beneficiary Account Number	Beneficiary Bank
1			
2			
3			
4			
5			
6			

A new agreement shall be signed for amending the list of pre-enrolled beneficiaries.

- f. The Customer and/or its Authorized Signatories may (i) immediately after transmitting an instruction to the Bank by facsimile or email, confirm such instruction with the Bank by telephone and (ii) not later than five days following such transmittal, physically submit the originals instruction to the Bank clearly annotated with the words "for regularization only", in both cases, with attention to the following person(s).

Recipient: Branch Operations Officer

Address: Bank of China (Hong Kong) Limited – Manila Branch  
Ground Floor, The Finance Centre,  
26th Street corner 9th Avenue, Bonifacio Global City, Taguig City

- g. The Customer shall comply with the terms of this Agreement in making and sending an instruction by facsimile or email transmission, make prudent use of its ability to make and send an instruction to the Bank by facsimile or email transmission, and inform the Bank forthwith upon becoming aware of any circumstance or event regarding or likely to render the continued use of such transmissions unsafe.

The Customer hereby authorizes the Bank to rely and act on the Customer's instructions within the best judgment of the Bank notwithstanding any non-compliance or defect in compliance by the Customer with the foregoing covenants.

7. The Customer acknowledges that the Bank may refuse to execute or act upon an instruction if:
- the Customer fails to telephone the Bank to confirm any instruction received by the Bank by facsimile or email transmission or manifests its inability to physically submit the original of such instruction for regularization within five banking days from transmission;
  - the Bank attempts but fails to make contact with any of the Authorized Signatories of the Account for any reason or has not been supplied with information satisfactory for the Bank to verify the identity of the person or persons giving instruction on behalf of the Customer, information relating to such instruction, or such person's signature;
  - the Customer's instruction is, in lieu of being attached to an email, contained in the body of an email;
  - the Customer's instruction does not bear the signature of the Customer and/or its Authorized Signatories;
  - the Customer's instruction is, in the absolute discretion of the Bank, found to be incomplete, incorrect, untrue, vague, or illegible;
  - there are insufficient funds in the Account(s);
  - the Customer's instruction does not comply or if compliant at the time of transmission, subsequently fails to comply with all applicable regulations and guidelines issued by *Bangko Sentral ng Pilipinas*; or

- h. there are other reasonable grounds for inaction or refusal, such as the Bank's security and risk management policies and other prudence measures, compliance with relevant laws, rules, and regulations, and such other grounds as the Bank may be required to consider.

The Customer hereby acknowledges that the Bank may nevertheless act on the Customer's instructions in the foregoing circumstances and hereby ratifies such acts.

8. The Customer hereby waives any incomplete or untrue statement contained in an instruction, any defect or cause to impugn an instruction as a result of the Customer's failure to scan, attach, and sign an instruction, the lapse or lack of authority of the Authorized Signatories, the Customer's failure or refusal to confirm an instruction by telephone immediately or submit its original within five (5) days from its transmittal, the Customer's failure to inform the Bank or any circumstance or event regarding or likely to render the Customer's continued use of facsimile or email transmission unsafe, or any circumstance or event, the occurrence of which allows the Bank the option of refusing to act upon an instruction pursuant to paragraph 6. The Customer acknowledges that the Bank may, in its absolute discretion, nevertheless rely and act on any such instruction without waiving the right to be indemnified by the Customer for damages which the Bank may incur in so relying or acting, the option to present a copy of such instruction in evidence as conclusive proof its contents, the right to repudiate or reverse any action taken on the instruction, or any other right or remedy available to the Bank under law or contract.
9. The Customer waives and holds the Bank free and harmless against any and all losses, damages of any nature (direct or indirect), claims, actions, proceedings, costs, and expenses (including legal fees and expenses) incurred by the Customer (including without prejudice to the generality of the foregoing any sums obliged to pay to a third party) as a result of the Bank acting or declining to act (wholly or in part) on instructions which the Bank believes to have been given in conformity with the above, whether or not the instructions have been so given. Even if a finding should later be made that the instruction is in any way not authentic, inaccurate, incomplete, false, delayed, or in any way unauthorized or mistaken shall not impair or derogate the Bank's rights under this Agreement, and shall not entitle the Customer to indemnity, damages or any other claim as the same are hereby expressly waived by the Customer.
10. The Customer hereby agrees and undertakes to indemnify the Bank and hold it free and harmless against any and all losses, damages of any nature (direct or indirect), claims, actions, proceedings, costs, and expenses (including legal fees and expenses) which the Bank may sustain, suffer, or incur (including without prejudice to the generality of the foregoing any sums the Bank may be obliged to pay to a third party) as result of, or pursuant to making and sending an instruction by facsimile or email transmission under this Agreement, howsoever arising or caused, whether the same shall have been caused by omissions, errors, misstatements, non-receipt, intercalations, interceptions, diversions, fraud, forgery, and unauthorized interventions by third parties and notwithstanding any fault or negligence on the part of the Bank or any member of its staff.
11. The Customer hereby authorizes the Bank to automatically debit and charge to the Customer's Account(s) any payments made pursuant to any instruction received by the Bank pursuant to this Agreement and any expenses incurred by the Bank in receiving and executing such instruction in addition to all banking and transaction charges, as applicable.
12. In the event that a Customer's instruction cross-refers to any terms and conditions as being applicable to such instruction or a related transaction, the Bank shall be entitled to treat such cross-reference as a reference to the Bank's current standard terms and conditions applicable to such type of instruction or transaction and to proceed on the basis that the Customer has read, understood, and accepted such terms and conditions.
13. This Agreement shall be a supplement part of the existing terms and conditions of the Account(s) and is without prejudice to the continued application of the terms and conditions of the Account(s) with respect to transactions for which an instruction can be made in the manner allowed under this Agreement.
14. The making, sending, and acceptance of an instruction by way of facsimile and email transmission under this Agreement shall be subject to the Bank's security and risk management policies and any

amendments to such policies from time to time. In the event of a conflict between the terms of this Agreement and such policies, the latter shall prevail.

15. The Customer agrees to notify the Bank in writing of any change to the Fax Number(s) and/or Email Address(es) provided above. The Customer further agree that upon receipt by the Bank of such written notification, the Customer will be required to complete a new Facsimile and Email Instructions Agreement in order to continue sending instruction via the new Fax Number(s) and/or Email Address(es) and the original Agreement shall cease to have any effect.
16. The Bank may amend the terms and conditions of this Agreement at any time with prior notice to the Customer.
17. The Bank upon receiving of this Agreement and have been authenticated and verified by the relevant bank officer shall be deemed final. This Agreement shall be on a continuing basis unless revoked in writing by the client or the Bank. A termination of this Agreement shall be effective upon receipt by one party of a written notice of termination issued by the other.

Very truly yours,

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Customer's Signature

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

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

CONFORME:

\_\_\_\_\_

Bank of China (Hong Kong) Limited – Manila Branch

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

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