

LETTER OF AUTHORITY AND INDEMNITY FOR INSTRUCTION

To: P.T. BANK NEGARA INDONESIA (PERSERO) TBK, SINGAPORE BRANCH

1. Notwithstanding anything to the contrary that may be contained in any agreement governing the operation of my/our account, or any future arrangement and/or course of dealing between you and me/us, you are authorized by me/us, but not obliged, to accept, rely upon and act on any communications or instructions which may from time to time be, or purported to be given by facsimile transmission, email, telephone and/or other communication(s) not bearing an original signature or not provided directly by me/us or on my/our behalf by my/our authorized signatory(ies) (hereinafter collectively referred to as "instruction") in relation to my/our account(s) maintained with you and any banking services which you are providing or I have requested and/or transactions which I/we may have with you.
2. You shall be entitled to take such actions in connection with or in reliance upon or pursuant to such instruction as you may consider appropriate, notwithstanding any ambiguity or the lack of clarity in the terms of such instruction, and such action shall be binding on me/us. Without prejudice to the following, you may at your discretion, seek such confirmation and/or clarification as you think fit, and in the absence of such confirmation and/or clarification, you may decline to accept, rely and act on such instruction without incurring any liability whatsoever to me/us.
3. You shall not be under any duty to verify the accuracy or authenticity of the instruction and/or identity of the person(s) giving such instruction purportedly made by me/us or on my/our behalf. Any transaction made pursuant to any instruction shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.
4. I/we undertake to forward the original hardcopy of any communication or instruction given by facsimile or email ("fax or email instruction") within 2 (two) days following the transmission of the fax or email instruction. Failure to forward the original hardcopy of the fax or email instruction shall not affect my/our authorization, consent, indemnity or waiver contained herein. I/We agree that copies of any instructions and/or communications shall constitute final and conclusive evidence of the instructions and/or communications therein, and may be admitted as evidence for the purpose of any legal proceedings whether or not the original has been received by you.
5. You shall be entitled to keep records of such instruction in such form and in such number of copies as you deem fit in your sole discretion, and your records shall be conclusive and binding upon me/us. You shall be entitled to dispose of and/or destroy any such records at any time as determined by you at your sole discretion with or without prior notice to us.
6. I/We acknowledge that such instruction is not a secure means of sending documents, communications or instructions to you and I/we am/are aware of the risks involved, including but not limited to failure of transmission, risk of fraud and forgery, instructions given by unauthorized persons, any other failure or fault whatsoever and however occurring in the course of transmission or interpretation of such instruction, and that my/our request and authorization to you to accept and act upon such instruction is for my/our convenience.
7. All instruction which may be or purported to be from me/us will be treated by you as having been given by me/us in the form actually received by you. You shall not be liable to me/us for any:-
 - (a) ambiguity, lack of clarity, misunderstanding, error or omission in the reading or interpretation of the content of any instruction or document, and/or any loss, liability or expense that may result from any operational failure or fault, and/or if any instruction or document turned out to be unauthorized, misunderstood, altered, erroneous, fraudulent or otherwise incorrect; and/or

(b) failure or delay in acting or executing on any facsimile instruction whether it is caused by any reason beyond your control or otherwise including, without limitation, any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of, interruption, or delay or error in transmission or communication for any other reason.

8. In consideration of you agreeing to act on my/our above authorization, I/we hereby undertake to indemnify you and to keep you indemnified against all losses, claims, actions, proceedings, demands, costs and expenses (including but not limited to interest, service charges and legal fees and expenses on a full indemnity basis) incurred or sustained by you of whatever nature and howsoever arising out of or in connection with your acting on or executing such instruction, and/or delay, refusal, or failure to act on or execute such instruction. I/we waive any right, claim, action, or proceeding I/we may have against you for any loss or liability we may suffer as a consequence of or in connection with your acting on or executing or delaying, refusing, and/or failing to act on or execute the instruction.
9. You may, in your absolute discretion, without having to state any reason and without any liability whatsoever, refuse to act on or execute any instruction or such part thereof as you think appropriate.
10. I/We understand that your agreement to act on my/our above authorization may be revoked at any time with or without notice to me/us at your absolute discretion and without having to state any reason therefor.
11. This terms of this letter shall remain in full force and effect unless and until you have received the original of my/our duly signed written termination notice giving at least 1 month in advance in your prescribed form to be delivered to your Customer Service Department, 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 date of termination.
12. You reserve the right to amend, vary or modify the terms of this letter at any time at your absolute discretion with or without notice.
13. You shall be authorized to disclose all instructions as you may deem fit, to your affiliates, counterparties, service providers, and regulators and other authorities or where you are required by law to do so or where you deem appropriate to do so.

Authorized persons

14. I/we authorize any one of the following as my/our authorized caller to inform you of my/our instruction over the telephone:

Name	Telephone Number

The telephone call shall be followed by a fax or email instruction to you setting out my/our instructions to you.

15. I/We authorize any one of the following to inform you of my/our instruction over email:

Name	Email ID

16. I/we shall give you at least 1 month's written notice if any changes are made to the above authorized callers and e-mail IDs.
17. I/we confirm that I/we have the capacity and authority to execute this letter.
18. A person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore (as may be amended from time to time) to enforce or enjoy the benefit of any of the provisions of this letter.
19. I/we undertake that I/we consent to, and with respect to the third parties whose information is supplied to you above, I/we warrant that I/we have obtained all necessary consents from such third parties to the collection, processing, use and disclosure by you of my/our/their personal data for or in connection with all the purposes contemplated in this letter and in accordance with your personal data policy.
20. This letter shall be governed by and construed in accordance with the laws of Singapore and I/we agree to submit to the non-exclusive jurisdiction of the Singapore courts.

Yours faithfully

Authorized Signatory
Name:
Designation:
Date:

Authorized Signatory
Name:
Designation:
Date: