

BANK OF INDIA, HO CHI MINH CITY BRANCH

Dear Sirs,

Cheques, Bills Drafts and other instruments with or without Share Certificates or other Documents attached lodged with you for Collection and/or Discount and/or Purchase from time to time

With reference to all cheques, bills, drafts and other instruments with or without share certificates or other documents attached, now lodged or, which may at any time hereafter be lodged by me/us with you for collection and/or discount and/or purchase the following arrangements are hereby agreed upon:

1. You may at your option but at my/our risk and responsibility in all respects, appoint an agent, who shall be my/our agent to collect.

2. You or the agent, at your or his option, may send for collection or payment on my/our account at my/our entire risk and responsibility by post or by other manner to another agent or to the drawee thereof any cheques, bills, drafts or other instruments with or without share certificates or other documents attached. I/We agree that such other agent or the drawee shall be my/our agent for collection at my/our entire risk and responsibility in all respects.

3. You or an agent may, at your or his option but at my/our risk and responsibility, receive, in exchange for cheques, bills, drafts and other instruments, cheques, bank drafts or other mandates for payment in lieu of cash.

4. Receipt by you or by an agent of cheques, bank drafts or other mandates for payments, which are thereafter lost mutilated or dishonoured and/or of securities of any description, is not to prejudice your rights on any cheques, bills, drafts or other instruments in case of dishonour, nor shall any proceedings taken thereon or your granting time or entering into any arrangements with any parties to such cheques, bills, drafts or other instruments, (and I/we hereby consent to your so granting time or entering into arrangements) prejudice or affect your absolute recourse to me/us.

5. Should you or an agent receive, in exchange for such cheques, bills, drafts or other instruments payment by an instrument which you or the agent cannot conveniently collect through normal channels it is clearly understood that such instrument may be collected in any manner and by any agency (including despatch to the drawee) at my/our entire risk and responsibility and the agent or agents (including the drawee) employed in such collection shall be considered fully as my/our agent or agents.

6. I/We hereby agree that all cheques, bills, drafts or other instruments and/or share certificates or documents which I/We may from time to time hand you for discount or purchase, or against which you make advances or pass consideration to me/us and the shares or goods hereby represented and the proceeds hereof are to be held by you as a continuing security for the payment on demand of the said cheques, bills, drafts or other

instruments so discounted or purchased and of all advances, banking accommodation and/or expenses which you may make afford or incur to or for me/us in connection therewith and all other liabilities to you present and future, and you are to be at liberty to exercise all my/our rights (if any) as unpaid seller or sellers of the said shares or goods and without further reference to me/us to sell, insure, warehouse or otherwise deal with the said shares or goods as though you are the absolute owners thereof and you are expressly authorised by me/us (without being obliged to do so) to refuse to deliver share certificates or goods covered by the bills, drafts or other instruments, (whatever be their tenor) except against payment. I/We agree that your accounts of sale and accounts of your expenses shall be accepted by me/us as conclusive evidence of the correctness of the matter therein written, and I/We declare that this agreement and your rights hereunder shall in no way be affected by my or the death of any one of us or by any change in my/our name, style or constitution.

7. The transmission of any cheque, bills, drafts or other instruments or share certificates or other documents or goods or the instruments received in exchange or payments therefor, and the advices and correspondence relating thereto, whether by post or otherwise and whether by land, sea or air or by telex, telegram or cable shall be entirely at my/our risk and responsibility and any loss, damage or delay howsoever occasioned shall be on my/our account and be wholly borne by me/us. I/We agree that you and the agents shall be absolved from and indemnified against all loss or damage in connection with such cheques, bills, drafts or other instruments or share certificates or documents or goods or any instruments received in exchange or in payment therefor in general and by reason of, the following in particular:

- (a) loss or damage in transmission by any manner,
- (b) telex, telegraphic or cable error, irregularity, delay, mistake, omission, misreading, misinterpretation or mutilation,
- (c) loss, damage or deterioration to any share certificates or documents or goods during transit or wheresoever incurred,
- (d) loss or damage to or mutilation or alteration of any such cheques, bills, drafts or other instruments or share certificates or documents or any instruments issued or received in exchange or payment therefor,
- (e) loss or damage howsoever occasioned due to any failure of or delay in transmission by post, sea, air, telex, telegram or cable or relative advices or correspondence, or the non-despatch or non-receipt of such relative advices or correspondence.

Dated at Vietnam this of 20

(SIGNATURE OF THE CUSTOMER)