



Template - ANZ – Master Indemnity (for electronic communication)

Last updated 06 June 2012

- This template is to be used for transactions where customer requests to transact via fax/telephone/telex/email or other electronic means. This template is made in both English and Vietnamese.
- This template can be used when customer opens account with ANZ or for a group of transactions (as an umbrella agreement) or for a specific transaction as the case may be.
- This Master Fax Indemnity includes a Schedule where customer can appoint their authorized persons to transact via fax/telephone etc with ANZ. If customer does not want to appoint those persons when executing this indemnity, the Schedule must be deleted and customer may notify their authorized persons to ANZ at another time using the format as in the Schedule.
- Where appropriate, footnotes have been included to assist with the preparation of this Master Fax Indemnity. Footnotes should be deleted before this Master Fax Indemnity is circulated to the Customer (delete footnotes as follows: click "**Replace**" on the "**Edit**" menu. On "**Replace**" tab, click "**More**", "**Special**" and then click "**Footnote**" mark. Make sure "**Replace with**" box is empty, then click "**All**").
- **Where sentences appear in square brackets, they may be deleted to the extent they are not required. Wording highlighted in yellow is for guidance only and must be deleted before printed out.**
- Any questions in relation to this template should be directed to in-country legal.
- This template is confidential and should not be given to anyone outside ANZ, including customers.
- Delete this guidance before printing out



LETTER OF AUTHORIZATION AND INDEMNITY

**IN RESPECT OF INSTRUCTION AND/OR NOTICE SENT BY ELECTRONIC MEANS
("MASTER INDEMNITY")**

To:

[Australia and New Zealand Banking Group Limited, Hanoi Branch
14 Le Thai To Street, Hoan Kiem District, Hanoi, Vietnam
(hereinafter called "**Bank**")]¹

[ANZ Bank Vietnam Limited
13, Hai Ba Trung, Hanoi
Vietnam
(hereinafter called "**Bank**")]

From:

Name of Customer:
Address:
ID/Passport No/Business Licence No:
(hereinafter called "**Customer**")

Dear Sirs,

- I/We, the Customer, refer to the mandates and other agreements and documents (and any other ancillary documents related thereto, as amended, supplemented, replaced or reinstated) (collectively, the "**Agreements**") executed between the Customer and the **Bank** in connection with the Customer's engagement in banking transactions, including but not limited to trade, loan, foreign exchange, derivatives, payment, bank cheque, transfer of money and any other transactions, and the related facilities and services offered by the Bank and to any services the Customer may from time to time obtain from the Bank (collectively, the "**Services**").
- Notwithstanding the terms of the Agreements or course of dealing between the Customer and the Bank in connection with the Services, the Bank is hereby requested and authorized, but are not obliged, to rely upon and act in accordance with any communication, notice or instruction which may from time to time be given by (please tick to choose):

- TELEPHONE; FACSIMILE; TELEX; EMAIL
 SWIFT; REUTERS;
 Other mean (please specify).....

(in this document collectively called "**electronic means**")

¹ Delete as appropriate



by the Customer or on the Customer's behalf by any person or persons as the Customer may advise to the Bank in writing from time to time (the "**Authorised Persons**"), without any inquiry on the Bank's part as to the authority or identity of the person making such communication or instruction and regardless of the circumstances prevailing at the time of such communication or instruction.

3. The Bank shall be entitled to treat any such communication or instruction as fully authorized by and binding upon the Customer and shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication or instruction as the Bank may consider appropriate, regardless of the nature of the transaction and notwithstanding any error or misunderstanding or lack of clarity in the terms of such communication or instruction. The Bank may at any time give notice to the Customer that it will refuse to accept further instructions/notices given by the electronic means and that notice shall be effective on receipt.
4. The Bank may, when it deems appropriate and without any notice to the Customer, tape/record the Customer's verbal telephone instructions/communications, and the Customer hereby consents and waives any objections against the Customer's verbal or telephone communication with the Bank being recorded/taped without notice and used at the Bank's discretion.
5. Unless otherwise stated and notified in writing to the Bank from time to time, there is no monetary limit on the amount for any instruction to be given hereunder in connection with the Services.
6. The Customer agrees that the Bank will not be liable to the Customer for any losses which the Customer may suffer if the Bank has acted on communication or instructions transmitted by the electronic means upon which one or more of the signatures and/or the identity of the person making the call has been forged or is otherwise unauthorized, provided only that the Bank has acted in good faith believing such person to be one of the Authorized Persons or such signatures to be genuine or authorized, as the case may be.
7. In consideration of the Bank's agreement to act in accordance with the terms of this document, the Customer hereby confirms to the Bank that the Bank has made clear to the Customer and the Customer is fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorised interventions by third parties as a result of the Bank acting upon such communication or instruction. Further, the Customer hereby unconditionally undertakes and agrees with the Bank as follows:
 - (i) such instruction or notice shall be used the Bank's form and format as required by the Bank;
 - (ii) the Bank is under no obligation to accept any such instructions or communication and no instruction or communication is operative until it appears to the Bank that it has been received in full and is accepted by the Bank and it is received on a day on which the Bank is open for business and within the Bank's normal business hours;
 - (iii) the Customer shall mail or deliver original written confirmation of all and any such instructions or communication in a time and manner as required by the Bank provided that any failure to send such original documents shall not in anyway affect the Customer's liability in the meantime or the validity of such instruction and/or notice or the actions performed thereunder by the Bank;



- (iv) the Customer shall make prudent use of the above arrangement and shall inform the Bank forthwith in writing upon becoming aware of any circumstances or events rendering or likely to render the continued use of said arrangements unsafe but without prejudice to the Customer's responsibility towards the Bank in the meantime; and
 - (v) the Customer hereby agrees and undertakes to indemnify the Bank and to keep it indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including legal fees and expenses) incurred or sustained by the Bank, of whatever nature and howsoever arising, as a result of or pursuant to the use of the said arrangements with regard to facsimile or telephone instructions, provided only that the Bank has acted in good faith.
8. The Customer agrees to pay to the Bank on demand from time to time the amount(s) due from the Customer to the Bank in connection with a transaction carried out by the Bank in reliance on the Customer's instructions or payable to the Bank under this document. The Customer authorizes the Bank (without any further consent or instruction or notice being required from the Customer) to debit any of the Customer's accounts with the Bank with the whole or any part of any such amount(s) and interest rate as determined by the Bank, whether or not any such account shall be overdrawn or may become overdrawn by reason of any such debit.
9. This document shall take effect from the date written below and shall remain in full force and effect unless and until the Bank has received the Customer's duly signed written termination notice and has a reasonable time to act upon such notice, save that such termination will not release the Customer from any liability hereunder in respect of any action taken by the Bank in accordance with the terms of this document prior to expiry of such time.
10. This document is governed by the laws of Vietnam. Any dispute between the Bank and the Customer under this document shall be referred to the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration. The number of arbitrators shall be three (03), the seat of arbitration is Hanoi.

This document has been executed on [date].

Yours faithfully,

***[NOTE: ALL JOINT ACCOUNT HOLDERS MUST SIGN IF A JOINT ACCOUNT.
ALL CUSTOMERS UNDER AN APPLICABLE LETTER OF OFFER MUST ALSO SIGN.]***

Signed for and on behalf of [customer]

Name:

Title:

Date:



[NOTE: COMPANY'S SEAL MUST BE AFFIXED OVER THE SIGNATURE OF ITS LEGAL REPRESENTATIVE UNDER THE COMPANY'S CHARTER OR ANY ANOTHER PERSON AUTHORISED BY HIM/HER.]

Agreed and accepted by [Australia and New Zealand Banking Group Limited, Hanoi Branch]/[ANZ Bank Vietnam Limited]

Name:

Title:

Date:



SCHEDULE

AUTHORISED PERSONS FOR VERIFICATION OF INSTRUCTIONS/COMMUNICATION VIA ELECTRONIC MEANS

[Note: this Schedule can be executed separately with the Master Agreement and not required to sign along with the Master Agreement if customer does not wish to do so]

This Schedule shall be a part of the Master Indemnity executed between the Customer and the Bank.

Any instruction or communication via electronic means between the Customer and the Bank in relation to the Services shall be double checked and followed up by [telephone]/[email] by any of the persons designated below.

Follow up confirmation is required by (please tick to choose):

- The Bank in accordance with the Bank' requirements
- The Customer in accordance with its authorization sent to the Bank from time to time.

1. Name:
Title:
Registered Telephone Number:
Registered email:

2. Name:
Title:
Registered Telephone Number:
Registered email:

3. Name:
Title:
Registered Telephone Number:
Registered email:

Signed for and on behalf of [customer]

Name:
Title:.....