

**FAX, E-MAIL AND VERBAL INSTRUCTIONS  
AUTHORITY AND INDEMNITY**

To: **SCOTIA DBG Merchant Bank Limited and its subsidiaries**

Whereas it would be convenient and in my/our interests if I/we could at any time and from time to time send instructions by means of:

- (i) facsimile transmission (meaning the sending of transmissions between fax machines via the telephone network. Instructions sent by such transmissions are hereinafter referred to as “fax instructions”); and/or
- (ii) verbal instructions (meaning oral communications via telephone or other oral media); and/or
- (iii) electronic mail (meaning the sending of transmissions electronically between computers via the telephone network or wireless communication. Instructions sent by such transmissions are hereinafter referred to as “e-mail instructions”),

to SCOTIA DBG Merchant Bank Limited and each of its subsidiaries (collectively and individually hereinafter referred to as “SDBGMB”) in relation to any and all my/our existing accounts, facilities, transactions and other arrangements with SDBGMB and any accounts, facilities, transactions and other arrangements which I/we may now or in the future have with SDBGMB.

Now in consideration of SDBGMB at my/our request (which request I/we hereby make to SDBGMB) accepting and/or acting on fax instructions and/or verbal instructions and/or e-mail instructions purportedly received from me/us as aforesaid, and for other good and valuable consideration moving from SDBGMB the receipt and sufficiency of which I/we hereby acknowledge, I/we HEREBY AGREE:

- 1. that SDBGMB may act on any fax instructions and/or verbal instructions and/or e-mail instructions received by SDBGMB and purportedly sent by me/us from time to time, and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith;
- 2. that where fax instructions and/or verbal instructions and/or e-mail instructions received by SDBGMB have purportedly been sent or given by the person (or by any of the persons, if more than one) specified below, SDBGMB shall have no obligation to check or verify the authenticity or accuracy of such fax instructions and/or verbal instructions and/or e-mail instructions and may act thereon as if same had been duly sent or given by me/us;
- 3. that in acting on such fax instructions and/or verbal instructions and/or e-mail instructions, SDBGMB shall be deemed to have acted properly and to have fully performed all obligations owed to me/us, notwithstanding that such fax instructions and/

or verbal instructions and/or e-mail instructions received by SDBGMB and purportedly sent by me/us may have been initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by any received by SDBGMB and purportedly sent by me/us from time to time on which SDBGMB may act if SDBGMB has in good faith acted in the belief that such fax instructions and/or verbal instructions and/or e-mail instructions were given by me/us;

4. that SDBGMB may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any fax instructions and/or verbal instructions and/or e-mail instructions pending further enquiry to or further confirmation (whether written or otherwise) by me/us, so however that SDBGMB shall not be under any obligation to so decline in any case, and SDBGMB shall in no event or circumstances be liable in any respect either for declining or not so declining;
5. that I/we hereby release SDBGMB from, and hereby agree to indemnify and hold SDBGMB harmless against, all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, SDBGMB having acted in accordance with the whole or any part of any fax instructions and/or verbal instructions and/or e-mail instructions purportedly received from me/us (or any one of us, if we are more than one) or having exercised (or failed to exercise) the discretion conferred upon SDBGMB in Clause 4 above; and
6. that SDBGMB is contracting on its own behalf and also for and on behalf of each of its present and future subsidiaries, and SDBGMB and each of such subsidiaries may rely on and enforce against me/us (and against my our successors and assigns) the provisions set forth in this instrument.

Dated this ..... day of .....200\_

Signed by the accountholder(s) with authority to operate the relevant account(s), or (if a company or other corporate body) signed by its duly authorised officer(s) for and on behalf of ..... (name of company or other corporate body, if applicable)

..... Name of Accountholder or Authorized Officer

..... Signature of Accountholder or Authorized Officer

.....Name of Accountholder or Authorized Officer

..... Signature of Accountholder or Authorized Officer