

FAX EMAIL INDEMNITY - RETAIL/ CORPORATE**IRREVOCABLE AND UNCONDITIONAL INDEMNITY FOR INSTRUCTIONS TRANSMITTED BY FACSIMILE, TELEPHONE AND OTHER ELECTRONIC MEANS**

Account Name

Customer Name

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Account No

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I*/We*, Mr/Mrs OR

I*/We* the undersigned being duly authorised by **ABC BANKING CORPORATION** (the 'Company') hereacting in my*/our* capacity as authorised signatory(ies) of the Company, authorise and instruct ABC Banking Corporation Ltd (the 'Bank'), to execute within the shortest possible delay, the instructions which I*/We*/the Company* am*/are*/is* likely to transmit by fax, telephone (for treasury transactions only), scanned email instructions or any other mode of communication, in relation to the operation of my*/our*/the Company's* accounts/facilities/transactions with the Bank, pending receipt or not of my*/our*/the Company's* original written confirmation, which when issued by me*/us*/the Company*, signed by authorised signatories in accordance with the account mandate will be annotated with "Instructions already given".

I*/We*/the Company* am*/are*/is* however, perfectly aware of the inherent risks of transmitting instructions by fax, telephone (for treasury transactions only), scanned email instructions or any other electronic means, such as, but not limited to, delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorised persons, embezzlement, misappropriation of information and loss caused thereby, and therefore agree to bear the consequences thereof.

In consideration of the Bank agreeing to carry out my*/our*/the Company's* instructions by such means as aforesaid, I*/We*/the Company* undertake:

1. to hold the Bank or any of its officers, employees and agents harmless in the execution of such Instructions;
2. not to enter any action(s) against the Bank or any of its officers, employees and agents (and in so far as need be, I*/We* /the Company* hereby irrevocably renounce(s) any rights which I*/We*/the Company* might have);
3. to hold harmless and indemnify the Bank against all actions, proceedings, claims, reasonable costs, demands and expenses which may be brought against, suffered or incurred by the Bank or any of its officers, employees and agents by any third party as a result of your complying with instructions transmitted by the above means including all reasonable legal, professional and other expenses properly incurred by the Bank arisen either directly or indirectly out of or in connection with your accepting Instructions and acting thereon;
4. to keep at all times the Bank indemnified against, and to hold the Bank harmless from, all actions, proceedings, claims, loss, damage costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting Instructions and acting thereon.

I*/We*/the Company* hereby authorise(s) the Bank to act on the Instructions which the Bank reasonably believes to emanate from me*/us*/the Company* and the Bank shall not be liable for acting in good faith on instructions which emanate from unauthorised individuals. The Bank may decline or delay acting on any message for any reason - ambiguous messages, incomplete messages, lack of funds, or for any other reason not specified herein.

I*/We*/the Company* agree(s) that the Bank shall not be under any duty to verify the identity of the person or persons giving Instructions purportedly in my*/our*/the Company's* name and any transaction made pursuant to Instructions shall be binding upon me*/us*/the Company* whether made with or without my*/our*/the Company's* authority, knowledge or consent;

I*/We*/the Company* hereby agree(s) that the Bank may act on any message provided by me*/us*/the Company*, or purported to be provided by me*/us*/the Company* and such message will be binding on me*/us*/the Company* without confirmation by the Bank. The death or winding up of any one of the undersigned shall not invalidate this indemnity and it is understood that this indemnity cannot be revoked without the consent of the Bank.

I*/We* understand the importance of notification of my*/our* personal information to the bank and I*/We* hereby undertake to promptly notify the bank in writing and provide the supporting evidence in case there is a change in any of the information which I*/We* have provided above. I*/We* agree to indemnify the bank against all actions, proceedings, claims, reasonable costs, demands and expenses which may be brought against, suffered or incurred by the Bank or any of its officers, employees and agents by any third party as a result of any loss arising prior to receipt by the Bank of my*/our* written confirmation.

* delete as appropriate

Made and Executed on the day of

Signature

Name

.....

Signature

Name

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Seal of Company

