

FAX AND EMAIL INDEMNITY

Account Name

.....

Fax number/s and Email/s

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I/We the undersigned, being duly authorized by the Company (as defined below) hereacting in my/our personal name(s)/respective capacities as director/s or managers of [.....] (the "Company"), authorise and instruct ABC Banking Corporation Ltd ("the Bank"), to execute within the shortest possible delay, the instructions which I am/we are likely to transmit by fax, telephone, (for treasury transactions only), telex, email or any other mode of communication, in relation to the operation of my/our account/facilities/transactions with the Bank,, pending receipt or not of my*/our* original written confirmation, which when issued by me*/us*, signed by me/us in accordance with the account mandate will be annotated with "Instructions already given".

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

1. to hold the Bank or any of its officers, directors, employees and agents (the "Associates") harmless in the execution of such Instructions;
2. not to enter any action(s) against the Bank or any of its Associates (and in so far as need be, I*/we* hereby irrevocably renounce any rights the Company might have to do so);
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 Associates 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;

I/We hereby authorise the Bank to act on the instructions which the Bank reasonably believes to emanate from me/us as confirmed by our fax number, telephone, telex, above email/s and other details already communicated to the Bank 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 reason not specified herein.

Payment instructions given by me*/us* and executed by the Bank are irrevocable. Under certain circumstances, these instructions will be exclusively determined by the Bank and without it being in any way liable, however, for any refusal it may make I*/we* agree that the Bank will make its best efforts to recall a wire transfer upon my*/our* instructions. However the Bank cannot guarantee return of funds to me*/us*. If the Bank is able to return funds, it will credit the my*/our*/the Company's account at the Bank's quoted rate of exchange on that particular date less any fees, charges withholding taxes or for any interest and penalties arising from same. I/We hereby authorise the Bank to deduct any such amount in Mauritius or elsewhere where the Company may be maintaining accounts.

I/We do hereby agree that the Bank may act on any message provided by me/us, or purported to be provided by me/us, and such message will be binding on me/us/ the Company without confirmation by the Bank. It is understood that this indemnity cannot be revoked without the consent of the Bank.

Authorised Signatory

Name

.....

Date

Authorised Signatory

Name

.....

Date