



## FACSIMILE AND SCANNED INSTRUCTIONS INDEMNITY AGREEMENT

In consideration of the Bank's accepting or acting upon my/our communication received by facsimile ("fax")/scanned instructions by e-mail transmission from me/us, addressed to or otherwise communicated to any of the Bank's employees for the time being, I/we hereby confirm to you that:

1. You have made clear to me/us and I/we am/are fully aware of the risks of omissions, errors, mis-statements, non receipts of fax/scanned e-mail transmissions, fraud and/or instructions from unauthorised individuals which are inherent in the above procedure.
2. Further, I/We hereby undertake and warrant to you as follows:
  - i) I/We shall immediately send written confirmation (clearly marked as such) of all and any such faxed/scanned e-mail instructions providing that any failure so to confirm in writing shall not affect my/our liability in the mean time;
  - ii) I/We agree that the Bank may seek confirmation of any faxed/scanned e-mail instructions prior to acting upon them. Such confirmation may be obtained by telephoning any of the authorised signatories to the account at the following number(s):

NAMES OF AUTHORISED SIGNATORY(IES)	TELEPHONE NUMBER(S)	EMAIL ADDRESS(ES)
*	*	

- iii) I/We agree that if the Bank has tried but has failed to make contact with a signatory named in 2(ii) above for any reason or the bank has not been supplied with the confirmation of identity of any signatory and/or faxed/scanned e-mail instructions which it has requested, it may in its absolute discretion refuse to act upon the instruction concerned.
- iv) I/We agree that the signatories named in 2(ii) above shall comply with any requests for information made by the Bank for verification of the above named authorised signatories.
- v) I/We shall make prudent use of the above arrangement for me/us to issue faxed/scanned e-mail instructions and shall inform you forthwith upon becoming aware of any circumstances or event regarding or likely to render the continued use of the said arrangements unsafe, but without prejudice to my/our responsibilities towards you in the meantime.

3. I/We hereby agree and undertake to indemnify you and hold you harmless against any and all loss, damage, claims, actions, proceedings, costs and expenses (including legal fees and expenses) which you may sustain, suffer or incur (including without prejudice to the generality of the foregoing any sums you may be obliged to pay to a third party) as a result of, or pursuant to the use of the said arrangements for the issuing of faxed/scanned e-mail instructions, howsoever arising or caused, whether the same shall have been caused by omissions, errors, mis-statements, fraud and/or instructions from unauthorised individuals (by members of my/our staff or not) and notwithstanding any fault or negligence on the part of the Bank or any member of its staff.
4. I/We further agree that you shall not be liable for any loss, damage, interruption, delay or non-performance of my/our instructions arising from (but not limited to) the following; fire, storm, flood or acts of God, labour disputes, explosion, riot, war, or any intervention by government.
5. Moreover, I/We hereby authorise you to charge to my/our account any payments you make and/or expenses you may incur as a result of such faxed/scanned e-mail instructions as I/we may give pursuant to the arrangements together with any banking charges.
6. The above matters are without prejudice to the formal mandate you hold for the operation of the account.
7. Finally, I/we fully accept that you may refuse to act upon any particular faxed/scanned email instruction and indeed that you may terminate the above arrangements whenever you deem fit without prior notice to me/us. I/We confirm that we shall not hold you liable in any way whatsoever for any loss or damage, direct or indirect, howsoever arising from your refusal to act upon any particular faxed instruction/scanned e-mail instruction
8. This indemnity shall be governed by English law and shall be additional to any other indemnity which you now or hereafter may hold.

**APPLICANT 1**

<b>FULL NAME</b>		
	<p>.....</p> <p><b>SIGNATURE</b></p>	<p>...../...../.....</p> <p><b>DATE</b></p>

**APPLICANT 2**

<b>FULL NAME</b>		
	<p>.....</p> <p><b>SIGNATURE</b></p>	<p>...../...../.....</p> <p><b>DATE</b></p>