



## INDEMNITY FOR FAX AND E-MAIL TRANSMISSIONS

WHEREAS we, the undersigned,

.....

herein represented by

..... and ..... in their capacities as.....  
and ..... respectively, they being duly authorized and have requested MauBank Ltd ('the Bank') to  
act on instructions transmitted by us to it by facsimile transceiver or by means of e-mail message.

WHEREAS we acknowledge that it is not practical for the Bank to establish the authenticity of all messages faxed or sent by e-mail  
to the Bank, which purport to emanate from us;

WHEREAS the Bank has informed us that it is prepared to act on such faxed and/or emailed instructions which purport to emanate  
from us provided it receives a release and indemnity in the form hereof;

WHEREAS we are prepared to give such release and indemnity

THEREFORE we do hereby-

1. agree that all faxed or e-mail instructions, mandates, consents, commitments, resolutions, minutes of meetings and any other documentation which purport to emanate from us shall be deemed to have been given by us in the form actually received by the Bank which may, as a result of the malfunction of equipment, the distortion of communication links and the like be different to that intended or – and sent and we shall be bound thereby;
2. waive any rights we may have or obtain against the Bank arising directly or indirectly from any losses or damages which we may suffer because the Bank acts on any purported faxed or e-mailed instructions; and we agree to indemnify the Bank in respect of any claims, demands or actions made against it or losses or damages suffered by it because so acted;
3. agree that in respect of purported faxed or e-mailed instructions regarding the transfer of money, whether the transfer is from any account in the Company's name to any other account in the Company's name or to any account in the name of a third party at any branch of the Bank or at any branch of any other Bank, same day value may only be given if the message is received by the Bank a reasonable time before the close of its business to the public;
4. agree that the Bank is not to be held liable for errors or delays in transmissions, or the misinterpretation on receipt or for any loss or damage from whatever cause as a result of the Bank permitting this arrangement, excluding losses arising from the proven unlawful acts of the Bank's employees;
5. agree to implement and adhere to any procedures and/or restrictions imposed on us by the Bank from time to time regarding the sending of faxed or e-mailed instructions to the Bank;

6. agree that this release and indemnity will not be affected by any failure by the Bank to impose any or sufficient procedures or restrictions or to ensure that any, or all of them are adhered to;
7. agree that the Bank will not be obliged to act on any purported faxed or e-mailed instructions and that it may at any time on written notice sent to us at .....  
..... withdraw from the arrangements envisaged in this document.

Signed at ..... on this ..... day of .....

Email Address: .....

Fax Number: .....

For and on Behalf of: .....

As witness

Signature: .....

Signature: .....

Name: .....

Name: .....