

INDEMNITY FOR ELECTRONIC MAIL AND TELEPHONIC INSTRUCTIONS

Steward Bank Limited Indemnity Form

Steward Bank Branch Name

Date

Customer Name

Account Number

1.

I/We (“the customer”) refer to the mandate between the Bank and the Customer Governing the operation of the customer’s account(s) and credit or other facilities or banking arrangements with the Bank(“the Mandate”).
2.

Notwithstanding the terms of the Mandate or any future mandate or other agreement or course of dealing between the Bank and the Customer, the Bank is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be given by **electronic mail or telephonic instructions** by the Customer or on behalf of the Customer by any one of the persons mentioned below without inquiry on the Bank’s part as to the authority or identity of the person making or purporting to make such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or other communication . The Bank shall be entitled to treat such notice, demand or other communication as fully authorised by and binding upon the customer and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Bank may in good faith consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or purports to bind the Customer to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice or demands or other communication.
3.

In consideration of the Bank acting in accordance with the terms of this indemnity, the Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank in respect of risk associated with **electronic mail or telephonic instructions (for example forgery of signatures, fraudulent composition or alteration of email content, interception of the electronic mail or garbling in transmission)**, provided only that the Bank acts in good faith, except where such losses, claims actions, proceedings, demands, damages, costs and expenses arise through the gross negligence or wilful misconduct of the Bank.
4.

The terms of this indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon notice of termination from the Customer in writing (signed by a duly authorised officer(s)), save that such termination will not release the Customer from liability under this authority and indemnity in respect of any act performed by the Bank in accordance with the terms of this indemnity prior to the expiry of such time.
5.

A(i) Companies/Clubs/Societies/NGO’s/Trusts/Informal Bodies*

A duly certified copy of the resolution of the Board of Directors is endorsed passed on the.....day of.....authorising any one of the following to act on behalf of the Customer in the giving of instructions to the Bank and the conclusion of agreements with the Bank by **electronic mail or telephone**.

	Full Name of Authorised Person/s	E-mail Address	Contact Telephone	Signature and Date
1				
2				
3				

- A(ii) Partnership*

These instructions are signed by all present partners from whom you are presently authorised to accept instructions and furthermore these instructions authorise any of such present partners to act on behalf of the customer in the giving of instructions to the Bank and the conclusion of agreements with the Bank by **electronic mail or telephone**:
- A(iii) Individuals*

These instructions are signed by the Customer(s) shown below from whom the Bank is presently authorised to accept instructions and furthermore these instructions authorise such Customers(s) to give instructions to the Bank and conclude agreements with the Bank by **electronic mail or telephone**.

* Delete where applicable

6. Customer Account Authorised Signatories

	Full Name	E-mail Address	Contact Telephone	Signature and Date
1				
2				
3				
4				

Receipt Acknowledgement by Bank Officials:

Name

Signature

Designation:

Name

Signature

Designation:

NB:

- 1) Attach 2 x passport size photos, certified copy of National Registration particulars of person(s) authorised to issue fax or electronic mail or telephonic instruction to Steward Bank Limited.
- 2) “the Bank” refers to Steward Bank Limited.