

I N D E M N I T Y

WHEREAS I, whose address is at with Account Number ("the Account") with First Bank of Nigeria Limited ("the Bank"), have requested that the Bank release my ATM Card (hereinafter referred to as "Card") and ATM Pin (hereinafter referred to as "PIN") to....., whose address is at.....(hereinafter referred to as "the Third Party") upon presentation of a Valid means of Identification (comprising a Drivers' License or, International Passport or, National Identity Card or Tax Card).

IN CONSIDERATION of the Bank releasing the Card and PIN to the Third Party, I hereby formally, unreservedly, irrevocably and unconditionally declare and covenant as follows:

1. I hereby authorize the Bank, in its sole discretion, to release the Card and PIN to the Third Party without the necessity of any further confirmation on the part of the Bank.
2. The Bank is not obliged to seek telephone confirmation or any other form(s) of confirmation of such authorization of release and shall exercise its discretion to proceed or refrain from releasing the Card and PIN upon this authorization, where the Bank has any reason to doubt the authenticity of such authorization thereof.
3. The Bank has no obligation whatsoever to confirm or verify the identity of the Third Party.
4. The Bank shall be held free and harmless from any responsibility, liability or adverse consequence (whether direct or indirect) in connection with releasing the Card and PIN to the Third Party.
5. I hereby agree and undertake unconditionally and irrevocably that I shall indemnify and keep the Bank, its servants, agents, officers and directors fully indemnified against all litigations, actions, claims, loss, damage, fines, penalties, costs and/or expenses, which may be brought against the Bank or suffered or incurred by the Bank and which may have arisen either directly or indirectly out of or in connection with the Bank's release of the Card and PIN to the Third Party.
6. I hereby irrevocably authorize the Bank without prejudice to any other right or remedy which the Bank may have to debit the Account or any other account which I may have with the Bank with the whole or any part of such payments, damages, losses, costs, commissions and other applicable bank charges pursuant to paragraph 5 above, notwithstanding that the Account or such other account shall already be overdrawn or may become overdrawn by reason of any such debit.

7. I further authorize the Bank to set off or transfer any sum standing to the credit of any one or more of my accounts or any other credit, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me with the Bank, in or towards the satisfaction of my liabilities to the Bank under this indemnity.
8. I hereby agree that no delay or omission or grant of any indulgence on the part of the Bank in the exercise of any right, power, privilege or remedy in respect of this Indemnity shall be construed as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any further exercise thereof. The rights, powers, privileges and remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.
9. This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Bank's release of my Card and PIN to the Third Party.

This Indemnity shall be construed in accordance with the Laws of the Federal Republic of Nigeria.

Dated thisday of, 20.....

SIGNED SEALED AND DELIVERED

By the within named

.....

CUSTOMER

In the presence of:

Witness Name:

Address:

Occupation:

Signature: