

The Managing Director
First Bank of Nigeria Limited
35, Marina
Lagos.

Dear Sir,

I N D E M N I T Y (Corporate Account)

WHEREAS whose address is at
(Name of Customer)
..... (“the Customer”) with Account Number(s)
.....
..... (“the Account”) with First Bank of Nigeria Limited (“the Bank”), has requested the Bank to consider and/or act on Funds Transfer instructions and/or other requests to the Bank communicated from time to time via electronic mail (e-mail) purportedly emanating from the email address(es) shown in the table below or such other email address that the Bank may subsequently agree to act upon, at the Customer’s request (“Email Instruction(s)”).

IN CONSIDERATION of the Bank considering and/or acting upon an Email Instruction, the Customer hereby formally, unreservedly, irrevocably and unconditionally declares and covenants as follows:

1. That the Bank is hereby authorized, in its sole discretion, to consider and/or act upon Email Instruction(s) without the necessity of any original signature(s) or conformity of the instruction with any other mandate or the requirement of any other confirmation on the part of the Bank. In respect of funds transfer and/or any other request(s) determined by the Bank, an E-Mail instruction shall require a scanned copy of the instruction duly signed in accordance with the existing mandate.
2. The Customer is fully aware that Email Instructions are unsecure means of communication and are therefore prone to the risk of omissions, errors, mis-statements, non-receipts, fraud and/or other unauthorised interventions by third parties, all such risk which the Customer hereby fully assumes.
3. The Bank may, but is not obliged to seek telephone confirmation or other form(s) of confirmation of an Email Instruction; and shall exercise its discretion to proceed or refrain from acting upon an Email Instruction in the event that the Bank is unable to obtain satisfactory confirmation thereof, or has any reason to doubt the authenticity of an Email Instruction or the confirmation received in respect thereof.
4. The Bank has no obligation whatsoever to confirm or verify the identity of the person(s) sending any Email Instruction or the genuineness of any Email Instruction. Any transaction processed pursuant to an Email Instruction shall be binding on the Customer for all intents and purposes and whether made with or without the Customer’s authority, knowledge or consent.
5. The Customer shall ensure the security of its/their email address(es) and electronic devices; and shall inform the Bank forthwith upon the happening of any circumstance(s) likely to render the continued use of Email instructions unsafe.
6. The Bank shall endeavour to refrain from processing an Email Instruction upon receiving a notification pursuant to Clause 5 above. This shall however be without prejudice to the

Customer’s covenants and obligations herein in respect of any transaction processed whether prior or subsequent to the notification.

- 7. The Bank retains the sole discretion to process an Email Instruction, or any part thereof; and shall not be under any obligation to provide reasons for failing so to do.
- 8. The Customer waives all right of action or defences it may have against the Bank in connection with all matters contemplated herein, and shall further hold the Bank free and harmless from any responsibility, liability or adverse consequence (whether direct or indirect) in connection with receiving, considering and/or processing the Customer’s Email Instruction(s). The Customer shall further indemnify and keep the Bank fully indemnified against all litigations, actions, claims, loss, damage, 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 receiving, consideration and/or processing the Customer’s Email Instruction(s).
- 9. This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Bank’s receipt, consideration or processing of the Customer’s Email Instructions.

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

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|---|--|
| Email Address <i>(The email address must be one that previously exists in the Bank’s records)</i> | |
| Primary e-mail | |
| Alternate e-mail | |

Dated thisday of, 20.....

THE COMMON SEAL of the within named

.....

was affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY