

THIRD PARTY INDEMNITY FORM

1. First Bank of Nigeria Ltd (Hereinafter referred to as the Bank) shall not be liable for any errors, neglect or defaults, acts or omission whether of itself or its employee of any correspondent's sub-agents, other agents or of their employee or employer.
2. Encashment of the draft or payment of the transferred fund is subject to any Rules and Regulations of the country where draft is to be encashed or payment is to be made. Neither the Bank nor its correspondent or agents shall be liable for any delay or loss caused by any Act or Order or any Government Agency as a result or in consequence of any other cause whatsoever.
3. The Bank may take its customary steps for issuance of draft or for remittances, according to this contract but in so doing, the bank shall be free on behalf of the customer to make use of any correspondent, sub-agent or other agency but in no case will the bank or any if its correspondent or agent be liable for mutilation, interruptions, omission errors or delay occurring in the wire, cable or mains or on the part of any Post Authority. Telegraphy cable or wireless company, airlines or other carriers or any courier services or any employee of such authority or through other cause. The Bank may send any message relative to this transfer in explicit language, code or cypher.
4. Currency other than that of country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank correspondent or Agents unless the payee by arrangement with the paying correspondent or agent obtain payment in same other currency upon paying all charges of our correspondent or agent in connection therewith.
5. Where a refund from or repurchase by the Bank of the amount of the draft or of the transferred funds is desired, refund or repurchase shall be made at the Bank's option only to or from the Applicant and in case of drafts, upon receipt by the Bank of the draft duly endorsed by the applicant at the current demand buying rate for the currency in question less costs, charges, expenses and interest provided the Bank is in possession of the funds, for which the payment instructions were issued, free from any exchange or other restrictions.
6. The Bank disclaims any liability for any funds/assets deposit by the customer which are subsequently found to have been derived from criminal/illegal sources.
7. "I/We hereby undertake to provide the Bank with an acceptable bond or indemnity protecting the bank against liability if the instrument applied for overleaf is lost, stolen or destroyed in connection with any request the applicant may make for the issuance of a replacement instrument or a refund of the amount of the instrument purchased".

CUSTOMER'S SIGNATURE (ACCORDING TO MANDATE):.....

ACCOUNT OFFICERS NAME:SIGNATURE:

BM/HBO'S NAME:SIGNATURE: