



DATE _____

The Manager
SBM Bank (Kenya) Ltd.
..... Branch

Indemnity for E mail Instructions

Account Name _____ ("the Customer")

Account Number _____

1. I/We ("the Customer") refer to the Mandate between SBM Bank (Kenya) Limited ("the Bank") and the Customer governing the operation of the Customer's accounts(s), credit or other facilities and/or banking arrangements with the Bank ("the Mandate").
2. Notwithstanding the terms of the Mandate or of 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 e mail 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 and regardless of the circumstances prevailing at the time of such notice, demand or their 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 make 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 documents, 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 the money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand 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 of whatever nature and howsoever arising, out of or in connection with such notices, demands or other communications, provided only that the Bank acts in good faith, except where such losses, claims, actions, proceedings, demand, damages, costs and expenses arise through the wilful negligence of the Bank. Such instructions will only originate from e mail address _____ (a pre-specified e mail address) whose instructions shall be complied with until otherwise advised in writing.
Such e mail instruction should bear the signature(s) of the persons with the Mandate of the account(s).
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), save that such termination will not release the Customer from any liability under this authority and indemnity in respect to any act performed by the Bank in accordance with the terms of this indemnity prior to the expiry of such time.
5. i) Companies*

A duly certified copy of a resolution of the Board of Directors annexed herewith passed on the

_____ day of _____ authorising any one
of _____

(names of authorised persons) to act on behalf of the Customer in the giving of instructions of the Bank and the conclusion of agreements with the Bank by e mail.

ii) Partnerships*

These instructions are signed by all present partners of the Customer/those partners from whom you are presently authorised to accept instructions and furthermore these instructions authorise any one 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 e mail.

IN WITNESS WHEREOF the Customer has executed this deed of indemnity as of the day and year first above written.

(kindly execute appropriately)

(Company)

SEALED with the Common Seal of)
_____ **LIMITED**)

in the presence of:-)

Director)

Director/Secretary)

(Individual(s))

SIGNED SEALED and **DELIVERED** by)

in the presence of:-)

FOR OFFICIAL USE ONLY

SR No.....