

2. The Customer is fully aware that Email Instructions are unsecure means of communication and are therefore prone to the risk of omissions, errors, misstatements, non-receipts, fraud and/or other unauthorized 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 Ghana.

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

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was affixed in the presence of:

DIRECTOR DIRECTOR/SECRETARY

I _____ maintaining account no(s)
_____ and _____ with your
_____ Branch requests the Bank to accept, in
addition to other modes of instructions, email or faxed instructions in respect of my
Accounts.

NOW, in consideration of you, FBNBANK GHANA LIMITED agreeing to honour my electronic including requests received via USB or faxed instructions sent to you from(state e-mail address (es) or (state fax number(s) as I or any person so authorized by me may from time to time advise you in writing, I, _____ hereby confirm and declare that:

1. The Bank is authorized to accept electronic including requests received via USB and faxed instructions sent to the Bank *through the above stated channels* regarding transactions on my Accounts.
2. I shall have no claim or redress whatsoever to the Bank in the event that I suffer any loss as a result of the Bank honouring such instructions.
3. I undertake to indemnify the Bank and keep the Bank indemnified against any damages, costs and expenses whatsoever including all legal and other costs, charges and other expenses you may incur by reason of your honoring the said instructions.
4. I agree that you may at any time without notice to me, set off or transfer any sum or sums standing to the credit of any one or more of my accounts with you in or towards the satisfaction of my liabilities to you arising out of your honouring any such instructions on my behalf.
5. I agree that if I fail to pay on demand any sums payable hereunder, that interest shall accrue thereon from the date of such demand until judgment and full liquidation at the Bank's prevailing prime Lending Rate.
6. I agree that no delay or omission or granting of any indulgence on the part of the Bank in exercising 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 other right, power, privilege or remedy preclude any further exercise of any right, power,

privilege or remedy. The rights, powers, privileges or remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.

Dated this day of2014.

Signed Sealed and Delivered

by the within named

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In the Presence of:

Name:

Occupation:

Address:

Signature: